

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE: CHRYSLER PACIFICA FIRE
RECALL PRODUCTS LIABILITY
LITIGATION

MDL NO. 3040

Case No.: 22-cv-03040

Hon. David M. Lawson

Magistrate Judge Elizabeth A. Stafford

**DEFENDANT FCA US LLC’S ANSWER AND AFFIRMATIVE DEFENSES
TO PLAINTIFFS’ AMENDED CONSOLIDATED MASTER COMPLAINT**

Defendant FCA US LLC states as follows for its Answer and Affirmative Defenses to Plaintiffs’ Amended Consolidated Master Complaint (“ACMC”).

INTRODUCTION

1. The allegations contained in Paragraph 1 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1.

2. FCA US denies the allegations contained in Paragraph 2.

3. FCA US denies the allegations contained in Paragraph 3.

4. FCA US denies the allegations contained in Paragraph 4.

5. FCA US denies the allegations contained in Paragraph 5.

6. FCA US denies the allegations contained in Paragraph 6.

7. FCA US denies the allegations contained in Paragraph 7.

8. FCA US admits that it contracted with LGES to supply certain lithium-ion battery packs in connection with the manufacture of certain Chrysler Pacifica PHEVs. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 8 and therefore denies them.

9. FCA US admits that on February 11, 2022, it announced a voluntary recall known and numbered as NHTSA Recall No. 22V-077 for certain model-year 2017-2018 Chrysler Pacifica Plug-In Hybrid Electric Vehicles (“PHEVs”). FCA US also denies the remaining allegations contained in Paragraph 9.

10. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US also denies the remaining allegations contained in Paragraph 10.

11. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiffs and putative class members’ actions concerning parking, charging, or selling their vehicles and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 11.

12. FCA US denies the allegations contained in Paragraph 12.

13. FCA US denies the allegations contained in Paragraph 13.

14. FCA US denies the allegations contained in Paragraph 14.

15. FCA US denies the allegations contained in Paragraph 15.

16. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 16.

17. FCA US denies the allegations contained in Paragraph 17.

18. FCA US denies the allegations contained in Paragraph 18.

19. FCA US denies the allegations contained in Paragraph 19.

20. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiffs' worse fears and what happened in their homes and therefore denies them. FCA US states that the referenced recall notice speaks for itself. Unless expressly admitted, FCA US denies the allegations contained in Paragraph 20.

21. FCA US denies the allegations contained in Paragraph 21.

22. FCA US denies the allegations contained in Paragraph 22.

23. FCA US admits that Plaintiffs purport to bring claims and seek damages under various theories. Except as admitted, FCA US denies the allegations contained in Paragraph 23. Further answering, the Court has dismissed Plaintiffs' claims under the laws of Nevada (Counts XCIV, XCV, XCVI, XCVII, XCVIII, XCIX), under the laws of Tennessee (Counts CXLI, CXLII, CXLIII, CXLIV, CXLV), and the common law fraud claims under Massachusetts and Texas law (Counts LXXIV, LXXV, CXLVIII, CXLIX).

JURISDICTION

24. FCA US admits federal jurisdiction under the Class Action Fairness Act exists. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 24.

25. FCA US admits that it is located in Auburn Hills, Michigan. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 25.

VENUE

26. FCA US admits that venue is proper in this judicial district. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 26.

PARTIES

27. FCA US admits that its records show that James Kappes purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they park, charge, or use the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 27.

28. FCA US admits that its records show that an individual named Veronica Bryan purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she

parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 28.

29. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 29 of the ACMC and therefore denies them.

30. FCA US admits that its records show that an individual named Scott Carney purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 30.

31. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 31 of the ACMC and therefore denies them.

32. FCA US admits that its records show that an individual named Amy Watson-Clancy purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 32.

33. FCA US admits that its records show that an individual named Michelle Tinio Ramirez purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is

without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they park, charge, or use their vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 33.

34. FCA US admits that its records show that an individual named Kent Schumann purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning what the dealership acknowledged, the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 34.

35. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 35 of the ACMC and therefore denies them.

36. FCA US admits that its records show that an individual named Alexander Shusta purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 36.

37. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 37 of the ACMC and therefore denies them.

38. FCA US admits that its records show that an individual named David Lawrence purchased a model-year 2018 Chrysler Pacifica PHEV. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 38.

39. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 39.

40. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 40.

41. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 41 of the ACMC and therefore denies them.

42. FCA US admits that its records show that an individual named Monte Macias purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 42 of the ACMC and therefore denies them.

43. FCA US is without sufficient information to admit or deny the allegations concerning the reason Plaintiffs purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 43.

44. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiffs' concerns about the vehicle, or how they service, park, charge or use the vehicle and therefore deny those allegations. FCA US also denies the remaining allegations contained in Paragraph 44.

45. FCA US denies the allegations contained in Paragraph 45.

46. FCA US is without sufficient information to admit or deny the allegations concerning what records Plaintiffs kept or what the dealer told Plaintiffs and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 46.

47. FCA US admits that its records show that an individual named Rodrigo Nieto Gomez purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's concerns about the vehicle, his reasons for purchasing the vehicle, or how he parks, charges, or uses the vehicle, and therefore denies them. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 47.

48. FCA US denies that there is a defect. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 48 of the ACMC and therefore denies them.

49. FCA US admits that its records show that an individual names Robyn Reilman purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US also denies the remaining allegations contained in Paragraph 49.

50. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 50.

51. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore deny those allegations. FCA US also denies the remaining allegations contained in Paragraph 51.

52. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's trade in of her vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 52.

53. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 53.

54. FCA US is without sufficient information to admit or deny the allegation regarding why Plaintiff purportedly purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 54.

55. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purportedly purchased the vehicle or how Plaintiff uses and parks the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 55.

56. FCA US admits that its records show that an individual named Margaret Wilensky purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they service, park, charge, or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 56.

57. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 57 of the ACMC and therefore denies them.

58. FCA US admits that its records show that “Mr. and Mrs. Peter Keefe” purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiffs purchased the vehicle, or how Plaintiffs service, park, charge or use the vehicle, and

therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 58.

59. FCA US admits that its records show that an individual named John Latacki purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 59.

60. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 60 of the ACMC and therefore denies them.

61. FCA US admits that its records show that an individual named Diahann Sibley purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 61.

62. FCA US admits that its records show that an individual named James Quattropiani purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he

services parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 62.

63. FCA US admits that its records show that an individual named John Spruance leased a 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff leased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 63.

64. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 64 of the ACMC and therefore denies them.

65. FCA US admits that its records show that an individual named Michael Keeth purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 65.

66. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 66 of the ACMC and therefore denies them.

67. FCA US admits that its records show that an individual named Timothy Ferguson purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is

without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 67.

68. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 68 of the APMC and therefore denies them.

69. FCA US admits that its records show that an individual named Owen Ryan purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 69.

70. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 70 of the APMC and therefore denies them.

71. FCA US admits that its records show that an individual named Katharine Nuehring Su purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle or Plaintiff's concerns about the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 71.

72. FCA US is without sufficient information to admit or deny the allegations regarding how Plaintiff services, parks, charges or uses the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 72.

73. FCA US admits that its records show that an individual named Spence Voss purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 73.

74. FCA US admits that its records show that an individual named Christine Winter purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she serviced, parks, charges, or uses the vehicle, what Plaintiff's dealer told her about the vehicle, or Plaintiff's proposed trade of her vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 74.

75. FCA US admits that its records show that an individual named Tim Banas purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why

Plaintiff purchased the vehicle, his concerns about the vehicle, or how he serviced, parks, charges, or uses the vehicle, or how much fuel Plaintiff keeps in the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 75.

76. FCA US admits that its records show that an individual named Salyi Vu purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, Plaintiff's concerns about the vehicle, or how Plaintiff serviced, parks, charges, or uses the vehicle, or Plaintiff's mobility issues and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 76.

77. FCA US admits that its records show that an individual named Christopher Dorn purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, or how he services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 77.

78. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 78 of the ACMC and therefore denies them.

79. FCA US admits that its records show that an individual named David Davidson purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiffs purchased the vehicle, their concerns about the vehicle, or how they service, park, charge, or use the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 79.

80. FCA US admits that its records show that an individual named Ruth Hoffman purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 80.

81. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 81 of the APMC and therefore denies them.

82. FCA US admits that its records show that an individual named Michael Natale purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning the reason why Plaintiff purchased the vehicle, his concerns about the vehicle, how he services parks, charges, or uses the vehicle, what the Dealer told or offered the Plaintiff, or

the Plaintiff's trade-in, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 82.

83. FCA US admits that its records show that an individual named Javin Olson purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how Plaintiff services, parks, or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 83.

84. FCA US admits that its records show that an individual named Jacob Kitzman purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle or how Plaintiff parks or charges the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 84.

85. FCA US admits that its records show that an individual named Lauren Huntington purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, her concerns about the vehicle, or how she services, parks, charges, or uses the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 85.

86. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 86 of the ACMC and therefore denies them.

87. FCA US admits that its records show that an individual named Elizabeth Niemioja purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 87.

88. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 88 of the ACMC and therefore denies them.

89. FCA US admits that its records show that an individual named R. Scott Perry purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 89.

90. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 90 of the ACMC and therefore denies them.

91. FCA US admits that its records show that an individual named Scott Lewandowski purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is

without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 91.

92. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 92 of the APMC and therefore denies them.

93. FCA US admits that its records show that an individual named Matthew Bergantino purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how or why Plaintiff parks or charges the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 93.

94. FCA US admits that its records show that a Mr. and Mrs. Nicole Costa purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 94.

95. FCA US admits that its records show that an individual named Gerald Brace purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without

sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 95.

96. FCA US admits that its records show that an individual named Chad Fong purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 96.

97. FCA US admits that its records show that an individual named Jared Littleton purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, or how or why Plaintiff parks or charges the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 97.

98. FCA US admits that its records show that an individual named Richard Murphy purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US denies the remaining allegations contained in Paragraph 98.

99. FCA US admits that its records show that an individual named Richard Murphy purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle. FCA US also denies the remaining allegations contained in Paragraph 99.

100. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 100.

101. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's concerns about the vehicle, or how or why Plaintiff parks or charges the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 101.

102. FCA US admits that its records show that a Mr. and Mrs. Michael Christie purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 102.

103. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 103 of the ACMC and therefore denies them.

104. FCA US admits that its records show that an individual named Ladd E Van Tol purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or how Plaintiff serviced the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 104.

105. FCA US admits that its records show that an individual named Joseph Ohodnicki purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 105.

106. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 106 of the ACMC and therefore denies them.

107. FCA US admits that its records show that an individual named James Bagley purchased a model-year 2018 Chrysler Pacifica PHEV. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 107.

108. FCA US is without sufficient information to admit or deny the allegations regarding the reasons Plaintiffs purchased the vehicle and therefore

denies them. FCA US also denies the remaining allegations contained in Paragraph 108.

109. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiffs' concerns about the vehicle, or why or how Plaintiffs Park or charge the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 109.

110. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 110 of the ACMC and therefore denies them.

111. FCA US admits that its records show that an individual named Helen Bartek purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, Plaintiff's concerns about the vehicle, or how or why Plaintiff parks or charges the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 111.

112. FCA US admits that its records show that an individual named Michael Dale purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 112.

113. FCA US is without sufficient information to admit or deny the allegations concerning Plaintiff's purchase of the vehicle, why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 113.

114. FCA US admits that its records show that an individual named Rickey Butler purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 114.

115. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 115 of the ACMC and therefore denies them.

116. FCA US admits that its records show that an individual named Meagan Findeiss purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiffs purchased the vehicle, how or why Plaintiffs park or charge the vehicle, or Plaintiffs' concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 116.

117. FCA US admits that its records show that an individual named David Ransom purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding Plaintiff's moving plans, why Plaintiff purchased the vehicle, how or why Plaintiff traded in, parks, or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 117.

118. FCA US admits that its records show that an individual named Shawn Sheehan purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations concerning why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 118.

119. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 119 of the ACMC and therefore denies them.

120. FCA US admits that its records show that an individual named Richard Golland purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parks or charges the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 120.

121. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 121 of the APMC and therefore denies them.

122. FCA US admits that its records show that an individual named Andrew Ventura purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parked, charged, or serviced the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 122.

123. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 123 of the APMC and therefore denies them.

124. FCA US admits that its records show that an individual named Ami Benzur purchased a model-year 2018 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle, how or why Plaintiff parked or charged the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 124.

125. FCA US admits that its records show that an individual named Tiffany Rodriguez purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the allegations regarding why

Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 125.

126. FCA US is without sufficient information to admit or deny the allegations regarding why Plaintiff purchased the vehicle and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 126.

127. FCA US is without sufficient information to admit or deny the allegations regarding how or why Plaintiff parked or charged the vehicle, or Plaintiff's concerns about the vehicle, and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 127.

128. FCA US admits that it is a Delaware limited liability company located at 1000 Chrysler Drive in Auburn Hills, Michigan. FCA US admits that Stellantis N.V. is an entity organized and existing under the laws of the Netherlands. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 128.

129. FCA US admits that it manufactures and sells vehicles to independent authorized dealers throughout the United States. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 129.

130. FCA US admits that it manufactures and sells vehicles to independent authorized dealers throughout the United States. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 130.

131. FCA US denies the allegations contained in Paragraph 131.

FACTUAL ALLEGATIONS

132. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 132.

133. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 133.

134. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 134.

135. FCA US denies the allegations contained in Paragraph 135.

136. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 136.

137. FCA US denies the allegations contained in Paragraph 137.

138. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 138.

139. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 139.

140. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 140.

141. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 141.

142. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 142.

143. FCA US states that the referenced brochure speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 143.

144. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 144.

145. FCA US states that the referenced notification speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 145.

146. FCA US denies the allegations contained in Paragraph 146.

147. FCA US denies the allegations contained in Paragraph 147.

148. FCA US admits that it contracted with LGES to supply certain lithium-ion battery packs in connection with the manufacture of certain Chrysler Pacifica PHEVs. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 148.

149. FCA US denies the allegations contained in Paragraph 149.

150. These allegations relate to vehicles FCA US did not manufacture. FCA US is thus without sufficient information to admit or deny the allegations contained in Paragraph 150 of the ACMC and therefore denies them.

151. These allegations relate to vehicles FCA US did not manufacture. FCA US is thus without sufficient information to admit or deny the allegations contained in Paragraph 151 of the ACMC and therefore denies them.

152. FCA US states that the referenced article speaks for itself. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 152 of the ACMC and therefore denies them.

153. FCA US states that the referenced article speaks for itself. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 153 of the ACMC and therefore denies them.

154. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 154.

155. FCA US admits that on February 11, 2022, it announced a voluntary recall known and numbered as NHTSA Recall No. 22V-077 for certain model-year 2017-2018 Chrysler Pacifica Plug-In Hybrid Electric Vehicles (“PHEVs”). FCA US denies the remaining allegations contained in Paragraph 155.

156. FCA US denies that there is a defect. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 156 of the ACMC and therefore denies them.

157. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 157.

158. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 158.

159. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 159.

160. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 160.

161. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 161.

162. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 162.

163. FCA US denies the allegations contained in Paragraph 163.

164. FCA US states that the referenced articles speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 164.

165. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 165.

166. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 166.

167. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 167.

168. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 168.

169. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 169.

170. FCA US denies the allegations contained in Paragraph 170.

171. FCA US denies the allegations contained in Paragraph 171.

172. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 172.

173. FCA US states that the referenced statement speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 173.

174. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 174.

175. FCA US states that the referenced articles speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 175.

176. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 176.

177. FCA US states that the referenced article speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 177.

178. FCA US denies the allegations contained in Paragraph 178.

179. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 179.

180. FCA US states that the referenced report speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 180.

181. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 181.

182. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 182.

183. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 183.

184. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 184.

185. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 185.

186. FCA US denies the allegations contained in Paragraph 186.

187. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 187.

188. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 188.

189. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 189.

190. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 190.

191. FCA US denies the allegations contained in Paragraph 191.

192. FCA US denies the allegations contained in Paragraph 192.

193. FCA US admits that, on August 31, 2021, the FCA US Technical Safety and Regulatory Compliance organization opened an investigation as a result of detecting a potential trend in fires in certain Chrysler Pacifica PHEVs. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 193.

194. FCA US is without sufficient information to admit or deny what other vehicle manufacturers monitor and analyze and therefore denies them. FCA US also denies the remaining allegations contained in Paragraph 194.

195. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 195.

196. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 196.

197. FCA US states that the referenced documents speak for themselves. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 197.

198. FCA US denies the allegations contained in Paragraph 198.

199. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 199.

200. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 200.

201. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 201.

202. FCA US states that the quoted document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 202.

203. FCA US denies the allegations contained in Paragraph 203.

204. FCA US denies the allegations contained in Paragraph 204.

205. FCA US denies the allegations contained in Paragraph 205.

206. FCA US denies the allegations contained in Paragraph 206.

207. FCA US denies the allegations contained in Paragraph 207.

208. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 208.

209. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 209.

210. FCA US denies the allegations contained in Paragraph 210.

211. FCA US states that the referenced document speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 211.

212. FCA US denies the allegations contained in Paragraph 212.

213. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 213 and therefore denies them.

214. FCA US admits that its records show that an individual named Navab Bahar purchased a model-year 2017 Chrysler Pacifica PHEV Boardwalk Chrysler Jeep Dodge Ram. FCA US is without sufficient information to admit or deny the allegations concerning where Plaintiffs reside and therefore denies them. FCA US denies the remaining allegations contained in Paragraph 214 of the ACMC.

215. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 215 and therefore denies them.

216. FCA US states that the website speaks for itself. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 216 and therefore denies them.

217. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 217 and therefore denies them.

218. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 218 and therefore denies them.

219. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 219 and therefore denies them.

220. FCA US admits that its records show that an individual named Justin Binder purchased a model-year 2017 Chrysler Pacifica PHEV. FCA US is without sufficient information to admit or deny the remaining allegations contained in Paragraph 220 and therefore denies them.

221. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 221 and therefore denies them.

222. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 222 and therefore denies them.

223. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 223 and therefore denies them.

224. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 224 and therefore denies them.

225. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 225.

226. FCA US denies the allegations contained in Paragraph 226.

227. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 227.

228. FCA US states that the referenced recall notice speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 228.

229. FCA US denies the allegations contained in Paragraph 229.

230. FCA US denies the allegations contained in Paragraph 230.

231. FCA US denies the allegations contained in Paragraph 231.

232. FCA US denies the allegations contained in Paragraph 232.

233. FCA US denies the allegations contained in Paragraph 233.

234. FCA US denies the allegations contained in Paragraph 234.

235. FCA US denies the allegations contained in Paragraph 235.

236. FCA US denies the allegations contained in Paragraph 236.

237. FCA US denies the allegations contained in Paragraph 237.

CLASS ALLEGATIONS

238. FCA US admits that Plaintiffs purport to bring this action as a class action and purport to define a nationwide class and various subclasses. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 238.

239. FCA US admits that Plaintiffs purport to assert claims under the law of various states. FCA US denies that Plaintiffs have set forth any viable claims.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 239.

240. FCA US admits that Plaintiffs purport to identify certain exclusions to the class. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 240.

241. FCA US denies the allegations contained in Paragraph 241.

242. FCA US denies the allegations contained in Paragraph 242.

243. FCA US denies the allegations contained in Paragraph 243.

244. FCA US denies the allegations contained in Paragraph 244.

245. FCA US denies the allegations contained in Paragraph 245.

246. FCA US denies the allegations contained in Paragraph 246.

247. FCA US denies the allegations contained in Paragraph 247.

COUNT I
(Magnuson-Moss Warranty Act Claim on Behalf of the
Nationwide Class or in the alternative, the State Subclasses)

248. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

249. FCA US admits that Plaintiffs purport to bring this claim on behalf of a nationwide class. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 249.

250. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 250 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 250.

251. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 251 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 251.

252. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 252 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 252.

253. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 253 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 253.

254. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 254 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 254.

255. FCA US denies the allegations contained in Paragraph 255.

256. FCA US denies the allegations contained in Paragraph 256.

257. FCA US denies the allegations contained in Paragraph 257.

258. FCA US denies the allegations contained in Paragraph 258.

259. FCA US denies the allegations contained in Paragraph 259.

260. FCA US denies the allegations contained in Paragraph 260.

261. FCA US denies the allegations contained in Paragraph 261.

262. FCA US denies the allegations contained in Paragraph 262.

263. FCA US denies the allegations contained in Paragraph 263.

264. FCA US denies the allegations contained in Paragraph 264.

COUNT II
(Alleged Violation of Arizona Consumer Fraud Act)

265. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

266. FCA US admits that Plaintiffs purport to bring Count V on behalf of themselves and an Arizona subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 266.

267. The allegations contained in Paragraph 267 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 267.

268. The allegations contained in Paragraph 268 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 268.

269. FCA US denies the allegations contained in Paragraph 269.

270. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 270.

271. FCA US denies the allegations contained in Paragraph 271.

272. FCA US denies the allegations contained in Paragraph 272.

273. FCA US denies the allegations contained in Paragraph 273.

274. FCA US denies the allegations contained in Paragraph 274.

275. FCA US denies the allegations contained in Paragraph 275.

276. FCA US denies the allegations contained in Paragraph 276.

277. FCA US denies the allegations contained in Paragraph 277.

278. FCA US denies the allegations contained in Paragraph 278.

279. FCA US denies the allegations contained in Paragraph 279.

280. FCA US denies the allegations contained in Paragraph 280.

281. FCA US denies the allegations contained in Paragraph 281.

282. FCA US denies the allegations contained in Paragraph 282.

283. FCA US denies the allegations contained in Paragraph 283.

284. FCA US denies the allegations contained in Paragraph 284.

285. FCA US denies the allegations contained in Paragraph 285.

286. FCA US denies the allegations contained in Paragraph 286.

COUNT III
(Alleged Fraudulent Concealment Arizona)

287. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

288. The allegations contained in Paragraph 288 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 288.

289. FCA US denies the allegations contained in Paragraph 289.

290. FCA US denies the allegations contained in Paragraph 290.

291. FCA US denies the allegations contained in Paragraph 291.

292. FCA US denies the allegations contained in Paragraph 292.

293. FCA US denies the allegations contained in Paragraph 293.

294. FCA US denies the allegations contained in Paragraph 294.

295. FCA US denies the allegations contained in Paragraph 295.

296. FCA US denies the allegations contained in Paragraph 296.

297. FCA US denies the allegations contained in Paragraph 297.

298. FCA US denies the allegations contained in Paragraph 298.

299. FCA US denies the allegations contained in Paragraph 299.

300. FCA US denies the allegations contained in Paragraph 300.

COUNT IV
(Alleged Fraudulent Omission Arizona)

301. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

302. FCA US denies the allegations contained in Paragraph 302.

303. FCA US denies the allegations contained in Paragraph 303.

304. FCA US denies the allegations contained in Paragraph 304.

305. FCA US denies the allegations contained in Paragraph 305.

306. FCA US denies the allegations contained in Paragraph 306.

307. FCA US denies the allegations contained in Paragraph 307.

308. FCA US denies the allegations contained in Paragraph 308.

309. FCA US denies the allegations contained in Paragraph 309.

COUNT V
(Alleged Unjust Enrichment Arizona)

310. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

311. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 311.

312. FCA US denies the allegations contained in Paragraph 312.

313. FCA US denies the allegations contained in Paragraph 313.

314. FCA US denies the allegations contained in Paragraph 314.

315. FCA US denies the allegations contained in Paragraph 315.

316. FCA US denies the allegations contained in Paragraph 316.

317. FCA US denies the allegations contained in Paragraph 317.

318. FCA US denies the allegations contained in Paragraph 318.

COUNT VI
(Alleged Violation of the California Consumer Legal Remedies Act)

319. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

320. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a California subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 320.

321. FCA US states that the allegations contained in Paragraph 321 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA denies the allegations contained in Paragraph 321.

322. FCA US states that the allegations contained in Paragraph 322 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA denies the allegations contained in Paragraph 322.

323. FCA US denies the allegations contained in Paragraph 323.

324. FCA US denies the allegations contained in Paragraph 324.

325. FCA US denies the allegations contained in Paragraph 325.

326. FCA US denies the allegations contained in Paragraph 326.

327. FCA US denies the allegations contained in Paragraph 327.

328. FCA US denies the allegations contained in Paragraph 328.

329. FCA US denies the allegations contained in Paragraph 329.

330. FCA US denies the allegations contained in Paragraph 330.

331. FCA US denies the allegations contained in Paragraph 331.

332. FCA US denies the allegations contained in Paragraph 332.

333. FCA US denies the allegations contained in Paragraph 333.

COUNT VII
(Alleged Violation of the California Unfair Competition Law)

334. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

335. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 335.

336. FCA US states that the allegations contained in Paragraph 336 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 336.

337. FCA US denies the allegations contained in Paragraph 337.

338. FCA US denies the allegations contained in Paragraph 338.

339. FCA US denies the allegations contained in Paragraph 339.

340. FCA US denies the allegations contained in Paragraph 340.

341. FCA US denies the allegations contained in Paragraph 341.

342. FCA US denies the allegations contained in Paragraph 342.

343. FCA US denies the allegations contained in Paragraph 343.

344. FCA US denies the allegations contained in Paragraph 344.

COUNT VIII
(Alleged Violation of California False Advertising Law)

345. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

346. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 346.

347. FCA US states that the allegations contained in Paragraph 347 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 347.

348. FCA US denies the allegations contained in Paragraph 348.

349. FCA US denies the allegations contained in Paragraph 349.

350. FCA US denies the allegations contained in Paragraph 350.

351. FCA US denies the allegations contained in Paragraph 351.

352. FCA US denies the allegations contained in Paragraph 352.

COUNT IX
(Alleged Violation of Breach of California Implied Warranty)

353. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

354. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 354.

355. FCA US states that the allegations contained in Paragraph 355 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 355.

356. FCA US states that the allegations contained in Paragraph 356 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 356.

357. FCA US states that the allegations contained in Paragraph 357 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 357.

358. FCA US denies the allegations contained in Paragraph 358.

359. FCA US states that the referenced code speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 359.

360. FCA US denies the allegations contained in Paragraph 360.

361. FCA US denies the allegations contained in Paragraph 361.

362. FCA US states that the allegations contained in Paragraph 362 constitute a legal conclusion to which no response is required. To the extent that a response is required, FCA US denies the allegations contained in Paragraph 362.

363. FCA US denies the allegations contained in Paragraph 363.

364. FCA US denies the allegations contained in Paragraph 364.

365. FCA US denies the allegations contained in Paragraph 365.

366. FCA US denies the allegations contained in Paragraph 366.

COUNT X
(Alleged Breach of Express Warranty Under California Law)

367. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

368. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 368.

369. FCA US denies the allegations contained in Paragraph 369.

370. FCA US states that the allegations contained in Paragraph 370 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 370.

371. FCA US states that the allegations contained in Paragraph 371 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 371.

372. FCA US states that the allegations contained in Paragraph 372 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 372.

373. FCA US states that the allegations contained in Paragraph 373 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 373.

374. FCA US states that the allegations contained in Paragraph 374 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 374.

375. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 375.

376. FCA US denies the allegations contained in Paragraph 376.

377. FCA US denies the allegations contained in Paragraph 377.

378. FCA US denies the allegations contained in Paragraph 378.

379. FCA US denies the allegations contained in Paragraph 379.

380. FCA US denies the allegations contained in Paragraph 380.

381. FCA US denies the allegations contained in Paragraph 381.

382. FCA US denies the allegations contained in Paragraph 382.

383. FCA US denies the allegations contained in Paragraph 383.

384. FCA US denies the allegations contained in Paragraph 384.

385. FCA US denies the allegations contained in Paragraph 385.

386. FCA US denies the allegations contained in Paragraph 386.

387. FCA US denies the allegations contained in Paragraph 387.

388. FCA US denies the allegations contained in Paragraph 388.

COUNT XI
(Alleged Fraudulent Concealment California)

389. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

390. FCA US denies the allegations contained in Paragraph 390.

391. FCA US denies the allegations contained in Paragraph 391.

392. FCA US denies the allegations contained in Paragraph 392.

393. FCA US denies the allegations contained in Paragraph 393.

394. FCA US denies the allegations contained in Paragraph 394.

395. FCA US denies the allegations contained in Paragraph 395.

396. FCA US denies the allegations contained in Paragraph 396.

397. FCA US denies the allegations contained in Paragraph 397.

398. FCA US denies the allegations contained in Paragraph 398.

399. FCA US denies the allegations contained in Paragraph 399.

400. FCA US denies the allegations contained in Paragraph 400.

401. FCA US denies the allegations contained in Paragraph 401.

402. FCA US denies the allegations contained in Paragraph 402.

COUNT XII
(Alleged Fraudulent Omission California)

403. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

404. FCA US denies the allegations contained in Paragraph 404.

405. FCA US denies the allegations contained in Paragraph 405.

406. FCA US denies the allegations contained in Paragraph 406.

407. FCA US denies the allegations contained in Paragraph 407.

408. FCA US denies the allegations contained in Paragraph 408.

409. FCA US denies the allegations contained in Paragraph 409.

410. FCA US denies the allegations contained in Paragraph 410.

411. FCA US denies the allegations contained in Paragraph 411.

COUNT XIII
(Alleged Unjust Enrichment California)

412. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

413. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 413.

414. FCA US denies the allegations contained in Paragraph 414.

415. FCA US denies the allegations contained in Paragraph 415.

416. FCA US denies the allegations contained in Paragraph 416.

417. FCA US denies the allegations contained in Paragraph 417.

418. FCA US denies the allegations contained in Paragraph 418.

419. FCA US denies the allegations contained in Paragraph 419.

420. FCA US denies the allegations contained in Paragraph 420.

COUNT XIV
(Alleged Violation of Colorado Consumer Protection Act)

421. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

422. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 422.

423. FCA US states that the allegations contained in Paragraph 423 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 423.

424. FCA US states that the allegations contained in Paragraph 424 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 424.

425. FCA US denies the allegations contained in Paragraph 425.

426. FCA US denies the allegations contained in Paragraph 426.

427. FCA US denies the allegations contained in Paragraph 427.

428. FCA US denies the allegations contained in Paragraph 428.

429. FCA US denies the allegations contained in Paragraph 429.

430. FCA US denies the allegations contained in Paragraph 430.

431. FCA US denies the allegations contained in Paragraph 431.

432. FCA US denies the allegations contained in Paragraph 432.

433. FCA US denies the allegations contained in Paragraph 433.

434. FCA US denies the allegations contained in Paragraph 434.

435. FCA US denies the allegations contained in Paragraph 435.

436. FCA US denies the allegations contained in Paragraph 436.

437. FCA US denies the allegations contained in Paragraph 437.

438. FCA US denies the allegations contained in Paragraph 438.

439. FCA US admits that Plaintiffs purport to seek monetary relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 439.

440. FCA US denies the allegations contained in Paragraph 440.

COUNT XV
(Alleged Breach of Implied Warranty under Colorado Law)

441. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

442. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 442.

443. FCA US states that the allegations contained in Paragraph 443 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 443.

444. FCA US states that the allegations contained in Paragraph 444 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 444.

445. FCA US denies the allegations contained in Paragraph 445.

446. FCA US denies the allegations contained in Paragraph 446.

447. FCA US denies the allegations contained in Paragraph 447.

448. FCA US denies the allegations contained in Paragraph 448.

449. FCA US denies the allegations contained in Paragraph 449.

COUNT XVI
(Alleged Breach of Express Warranty Under Colorado Law)

450. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

451. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 451.

452. FCA US denies the allegations contained in Paragraph 452.

453. FCA US states that the allegations contained in Paragraph 453 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 453.

454. FCA US states that the allegations contained in Paragraph 454 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 454.

455. FCA US states that the allegations contained in Paragraph 455 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 455.

456. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 456.

457. FCA US denies the allegations contained in Paragraph 457.

458. FCA US denies the allegations contained in Paragraph 458.

459. FCA US denies the allegations contained in Paragraph 459.

460. FCA US denies the allegations contained in Paragraph 460.

461. FCA US denies the allegations contained in Paragraph 461.

462. FCA US denies the allegations contained in Paragraph 462.

463. FCA US denies the allegations contained in Paragraph 463.

464. FCA US denies the allegations contained in Paragraph 464.

465. FCA US denies the allegations contained in Paragraph 465.

466. FCA US denies the allegations contained in Paragraph 466.

467. FCA US denies the allegations contained in Paragraph 467.

468. FCA US denies the allegations contained in Paragraph 468.

469. FCA US denies the allegations contained in Paragraph 469.

COUNT XVII
(Alleged Fraudulent Concealment Colorado)

470. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

471. FCA US denies the allegations contained in Paragraph 471.

472. FCA US denies the allegations contained in Paragraph 472.

473. FCA US denies the allegations contained in Paragraph 473.

474. FCA US denies the allegations contained in Paragraph 474.

475. FCA US denies the allegations contained in Paragraph 475.

476. FCA US denies the allegations contained in Paragraph 476.

477. FCA US denies the allegations contained in Paragraph 477.

478. FCA US denies the allegations contained in Paragraph 478.

479. FCA US denies the allegations contained in Paragraph 479.

480. FCA US denies the allegations contained in Paragraph 480.

481. FCA US denies the allegations contained in Paragraph 481.

482. FCA US denies the allegations contained in Paragraph 482.

483. FCA US denies the allegations contained in Paragraph 483.

COUNT XVIII
(Alleged Fraudulent Omission Colorado)

484. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

485. FCA US denies the allegations contained in Paragraph 485.

486. FCA US denies the allegations contained in Paragraph 486.

487. FCA US denies the allegations contained in Paragraph 487.

488. FCA US denies the allegations contained in Paragraph 488.

489. FCA US denies the allegations contained in Paragraph 489.

490. FCA US denies the allegations contained in Paragraph 490.

491. FCA US denies the allegations contained in Paragraph 491.

492. FCA US denies the allegations contained in Paragraph 492.

COUNT XIX
(Alleged Unjust Enrichment Colorado)

493. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

494. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 494.

495. FCA US denies the allegations contained in Paragraph 495.

496. FCA US denies the allegations contained in Paragraph 496.

497. FCA US denies the allegations contained in Paragraph 497.

498. FCA US denies the allegations contained in Paragraph 498.

499. FCA US denies the allegations contained in Paragraph 499.

500. FCA US denies the allegations contained in Paragraph 500.

501. FCA US denies the allegations contained in Paragraph 501.

COUNT XX
(Alleged Violation of Connecticut Unlawful Trade Practices Act)

502. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

503. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 503.

504. FCA US states that the allegations contained in Paragraph 504 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 504.

505. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 505.

506. FCA US denies the allegations contained in Paragraph 506.

507. FCA US denies the allegations contained in Paragraph 507.

508. FCA US denies the allegations contained in Paragraph 508.

509. FCA US denies the allegations contained in Paragraph 509.

510. FCA US denies the allegations contained in Paragraph 510.

511. FCA US denies the allegations contained in Paragraph 511.

512. FCA US denies the allegations contained in Paragraph 512.

513. FCA US denies the allegations contained in Paragraph 513.

514. FCA US denies the allegations contained in Paragraph 514.

515. FCA US denies the allegations contained in Paragraph 515.

516. FCA US denies the allegations contained in Paragraph 516.

517. FCA US denies the allegations contained in Paragraph 517.

518. FCA US denies the allegations contained in Paragraph 518.

519. FCA US denies the allegations contained in Paragraph 519.

520. FCA US denies the allegations contained in Paragraph 520.

COUNT XXI
(Alleged Breach of Implied Warranty under Connecticut Law)

521. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

522. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 522.

523. FCA US states that the allegations contained in Paragraph 523 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 523.

524. FCA US states that the allegations contained in Paragraph 524 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 524.

525. FCA US denies the allegations contained in Paragraph 525.

526. FCA US denies the allegations contained in Paragraph 526.

527. FCA US denies the allegations contained in Paragraph 527.

COUNT XXII
(Alleged Fraudulent Concealment Connecticut)

528. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

529. FCA US denies the allegations contained in Paragraph 529.

530. FCA US denies the allegations contained in Paragraph 530.

531. FCA US denies the allegations contained in Paragraph 531.

532. FCA US denies the allegations contained in Paragraph 532.

533. FCA US denies the allegations contained in Paragraph 533.

534. FCA US denies the allegations contained in Paragraph 534.

535. FCA US denies the allegations contained in Paragraph 535.

536. FCA US denies the allegations contained in Paragraph 536.

537. FCA US denies the allegations contained in Paragraph 537.

538. FCA US denies the allegations contained in Paragraph 538.

539. FCA US denies the allegations contained in Paragraph 539.

540. FCA US denies the allegations contained in Paragraph 540.

541. FCA US denies the allegations contained in Paragraph 541.

COUNT XXIII
(Alleged Fraudulent Omission Connecticut)

542. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

543. FCA US denies the allegations contained in Paragraph 543.

544. FCA US denies the allegations contained in Paragraph 544.

545. FCA US denies the allegations contained in Paragraph 545.

546. FCA US denies the allegations contained in Paragraph 546.

547. FCA US denies the allegations contained in Paragraph 547.

548. FCA US denies the allegations contained in Paragraph 548.

549. FCA US denies the allegations contained in Paragraph 549.

550. FCA US denies the allegations contained in Paragraph 550.

COUNT XXIV
(Alleged Unjust Enrichment Connecticut)

551. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

552. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 552.

553. FCA US denies the allegations contained in Paragraph 553.

554. FCA US denies the allegations contained in Paragraph 554.

555. FCA US denies the allegations contained in Paragraph 555.

556. FCA US denies the allegations contained in Paragraph 556.

557. FCA US denies the allegations contained in Paragraph 557.

558. FCA US denies the allegations contained in Paragraph 558.

559. FCA US denies the allegations contained in Paragraph 559.

COUNT XXV
(Alleged Violation of Florida's Unfair & Deceptive Trade Practices Act)

560. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

561. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 561.

562. FCA US states that the allegations contained in Paragraph 562 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 562.

563. FCA US states that the allegations contained in Paragraph 563 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 563.

564. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 564.

565. FCA US denies the allegations contained in Paragraph 565.

566. FCA US denies the allegations contained in Paragraph 566.

567. FCA US denies the allegations contained in Paragraph 567.

568. FCA US denies the allegations contained in Paragraph 568.

569. FCA US denies the allegations contained in Paragraph 569.

570. FCA US denies the allegations contained in Paragraph 570.

571. FCA US denies the allegations contained in Paragraph 571.

572. FCA US denies the allegations contained in Paragraph 572.

573. FCA US denies the allegations contained in Paragraph 573.

574. FCA US denies the allegations contained in Paragraph 574.

575. FCA US denies the allegations contained in Paragraph 575.

576. FCA US denies the allegations contained in Paragraph 576.

577. FCA US denies the allegations contained in Paragraph 577.

578. FCA US denies the allegations contained in Paragraph 578.

579. FCA US denies the allegations contained in Paragraph 579.

580. FCA US denies the allegations contained in Paragraph 580.

COUNT XXVI
(Alleged Breach of Implied Warranty under Florida Law)

581. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

582. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 582.

583. FCA US states that the allegations contained in Paragraph 583 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 583.

584. FCA US states that the allegations contained in Paragraph 584 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 584.

585. FCA US denies the allegations contained in Paragraph 585.

586. FCA US denies the allegations contained in Paragraph 586.

587. FCA US denies the allegations contained in Paragraph 587.

COUNT XXVII
(Alleged Breach of Express Warranty Under Florida Law)

588. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

589. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 589.

590. FCA US denies the allegations contained in Paragraph 590.

591. FCA US states that the allegations contained in Paragraph 591 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 591.

592. FCA US states that the allegations contained in Paragraph 592 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 592.

593. FCA US states that the allegations contained in Paragraph 593 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 593.

594. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 594.

595. FCA US denies the allegations contained in Paragraph 595.

596. FCA US denies the allegations contained in Paragraph 596.

597. FCA US denies the allegations contained in Paragraph 597.

598. FCA US denies the allegations contained in Paragraph 598.

599. FCA US denies the allegations contained in Paragraph 599.

600. FCA US denies the allegations contained in Paragraph 600.

601. FCA US denies the allegations contained in Paragraph 601.

602. FCA US denies the allegations contained in Paragraph 602.

603. FCA US denies the allegations contained in Paragraph 603.

604. FCA US denies the allegations contained in Paragraph 604.

605. FCA US denies the allegations contained in Paragraph 605.

606. FCA US denies the allegations contained in Paragraph 606.

607. FCA US denies the allegations contained in Paragraph 607.

COUNT XXVIII
(Alleged Fraudulent Concealment Florida)

608. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

609. FCA US denies the allegations contained in Paragraph 609.

610. FCA US denies the allegations contained in Paragraph 610.

611. FCA US denies the allegations contained in Paragraph 611.

612. FCA US denies the allegations contained in Paragraph 612.

613. FCA US denies the allegations contained in Paragraph 613.

614. FCA US denies the allegations contained in Paragraph 614.

615. FCA US denies the allegations contained in Paragraph 615.

616. FCA US denies the allegations contained in Paragraph 616.

617. FCA US denies the allegations contained in Paragraph 617.

618. FCA US denies the allegations contained in Paragraph 618.

619. FCA US denies the allegations contained in Paragraph 619.

620. FCA US denies the allegations contained in Paragraph 620.

621. FCA US denies the allegations contained in Paragraph 621.

COUNT XXIX
(Alleged Fraudulent Omission Florida)

622. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

623. FCA US denies the allegations contained in Paragraph 623.

624. FCA US denies the allegations contained in Paragraph 624.

625. FCA US denies the allegations contained in Paragraph 625.

626. FCA US denies the allegations contained in Paragraph 626.

627. FCA US denies the allegations contained in Paragraph 627.

628. FCA US denies the allegations contained in Paragraph 628.

629. FCA US denies the allegations contained in Paragraph 629.

630. FCA US denies the allegations contained in Paragraph 630.

COUNT XXX
(Alleged Unjust Enrichment Florida)

631. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

632. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 632.

633. FCA US denies the allegations contained in Paragraph 633.

634. FCA US denies the allegations contained in Paragraph 634.

635. FCA US denies the allegations contained in Paragraph 635.

636. FCA US denies the allegations contained in Paragraph 636.

637. FCA US denies the allegations contained in Paragraph 637.

638. FCA US denies the allegations contained in Paragraph 638.

639. FCA US denies the allegations contained in Paragraph 639.

COUNT XXXI
(Alleged Violation of Georgia's Fair Business Practices Act)

640. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

641. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 641.

642. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 642.

643. FCA US denies the allegations contained in Paragraph 643.

644. FCA US denies the allegations contained in Paragraph 644.

645. FCA US denies the allegations contained in Paragraph 645.

646. FCA US denies the allegations contained in Paragraph 646.

647. FCA US denies the allegations contained in Paragraph 647.

648. FCA US denies the allegations contained in Paragraph 648.

649. FCA US denies the allegations contained in Paragraph 649.

650. FCA US denies the allegations contained in Paragraph 650.

651. FCA US denies the allegations contained in Paragraph 651.

652. FCA US denies the allegations contained in Paragraph 652.

653. FCA US denies the allegations contained in Paragraph 653.

654. FCA US denies the allegations contained in Paragraph 654.

655. FCA US denies the allegations contained in Paragraph 655.

656. FCA US denies the allegations contained in Paragraph 656.

657. FCA US denies the allegations contained in Paragraph 657.

658. FCA US denies the allegations contained in Paragraph 658.

659. FCA US denies the allegations contained in Paragraph 659.

COUNT XXXII

(Alleged Breach of Implied Warranty under Georgia Law)

660. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

661. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 661.

662. FCA US states that the allegations contained in Paragraph 662 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 662.

663. FCA US states that the allegations contained in Paragraph 663 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 663.

664. FCA US denies the allegations contained in Paragraph 664.

665. FCA US denies the allegations contained in Paragraph 665.

666. FCA US denies the allegations contained in Paragraph 666.

COUNT XXXIII
(Alleged Breach of Express Warranty Under Georgia Law)

667. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

668. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 668.

669. FCA US denies the allegations contained in Paragraph 669.

670. FCA US states that the allegations contained in Paragraph 670 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 670.

671. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 671.

672. FCA US denies the allegations contained in Paragraph 672.

673. FCA US denies the allegations contained in Paragraph 673.

674. FCA US denies the allegations contained in Paragraph 674.

675. FCA US denies the allegations contained in Paragraph 675.

676. FCA US denies the allegations contained in Paragraph 676.

677. FCA US denies the allegations contained in Paragraph 677.

678. FCA US denies the allegations contained in Paragraph 678.

679. FCA US denies the allegations contained in Paragraph 679.

680. FCA US denies the allegations contained in Paragraph 680.

681. FCA US denies the allegations contained in Paragraph 681.

682. FCA US denies the allegations contained in Paragraph 682.

683. FCA US denies the allegations contained in Paragraph 683.

684. FCA US denies the allegations contained in Paragraph 684.

COUNT XXXIV
(Alleged Fraudulent Concealment Georgia)

685. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

686. FCA US denies the allegations contained in Paragraph 686.

687. FCA US denies the allegations contained in Paragraph 687.

688. FCA US denies the allegations contained in Paragraph 688.

689. FCA US denies the allegations contained in Paragraph 689.

690. FCA US denies the allegations contained in Paragraph 690.

691. FCA US denies the allegations contained in Paragraph 691.

692. FCA US denies the allegations contained in Paragraph 692.

693. FCA US denies the allegations contained in Paragraph 693.

694. FCA US denies the allegations contained in Paragraph 694.

695. FCA US denies the allegations contained in Paragraph 695.

696. FCA US denies the allegations contained in Paragraph 696.

697. FCA US denies the allegations contained in Paragraph 697.

698. FCA US denies the allegations contained in Paragraph 698.

COUNT XXXV
(Alleged Fraudulent Omission Georgia)

699. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

700. FCA US denies the allegations contained in Paragraph 700.

701. FCA US denies the allegations contained in Paragraph 701.

702. FCA US denies the allegations contained in Paragraph 702.

703. FCA US denies the allegations contained in Paragraph 703.

704. FCA US denies the allegations contained in Paragraph 704.

705. FCA US denies the allegations contained in Paragraph 705.

706. FCA US denies the allegations contained in Paragraph 706.

707. FCA US denies the allegations contained in Paragraph 707.

COUNT XXXVI
(Alleged Unjust Enrichment Georgia)

708. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

709. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 709.

710. FCA US denies the allegations contained in Paragraph 710.

711. FCA US denies the allegations contained in Paragraph 711.

712. FCA US denies the allegations contained in Paragraph 712.

713. FCA US denies the allegations contained in Paragraph 713.

714. FCA US denies the allegations contained in Paragraph 714.

715. FCA US denies the allegations contained in Paragraph 715.

716. FCA US denies the allegations contained in Paragraph 716.

COUNT XXXVII
(Alleged Violation of Idaho's Consumer Protection Act)

717. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

718. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 718.

719. FCA US states that the allegations contained in Paragraph 719 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 719.

720. FCA US denies the allegations contained in Paragraph 720.

721. FCA US denies the allegations contained in Paragraph 721.

722. FCA US denies the allegations contained in Paragraph 722.

723. FCA US denies the allegations contained in Paragraph 723.

724. FCA US denies the allegations contained in Paragraph 724.

725. FCA US denies the allegations contained in Paragraph 725.

726. FCA US denies the allegations contained in Paragraph 726.

727. FCA US denies the allegations contained in Paragraph 727.

728. FCA US denies the allegations contained in Paragraph 728.

729. FCA US denies the allegations contained in Paragraph 729.

730. FCA US denies the allegations contained in Paragraph 730.

731. FCA US denies the allegations contained in Paragraph 731.

732. FCA US denies the allegations contained in Paragraph 732.

733. FCA US denies the allegations contained in Paragraph 733.

734. FCA US denies the allegations contained in Paragraph 734.

735. FCA US denies the allegations contained in Paragraph 735.

736. FCA US admits that Plaintiffs purport to seek monetary relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 736.

737. FCA US denies the allegations contained in Paragraph 737.

738. FCA US denies the allegations contained in Paragraph 738.

COUNT XXXVIII
(Alleged Breach of Express Warranty Under Idaho Law)

739. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

740. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 740.

741. FCA US denies the allegations contained in Paragraph 741.

742. FCA US states that the allegations contained in Paragraph 742 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 742.

743. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 743.

744. FCA US denies the allegations contained in Paragraph 744.

745. FCA US denies the allegations contained in Paragraph 745.

746. FCA US denies the allegations contained in Paragraph 746.

747. FCA US denies the allegations contained in Paragraph 747.

748. FCA US denies the allegations contained in Paragraph 748.

749. FCA US denies the allegations contained in Paragraph 749.

750. FCA US denies the allegations contained in Paragraph 750.

751. FCA US denies the allegations contained in Paragraph 751.

752. FCA US denies the allegations contained in Paragraph 752.

753. FCA US denies the allegations contained in Paragraph 753.

754. FCA US denies the allegations contained in Paragraph 754.

755. FCA US denies the allegations contained in Paragraph 755.

756. FCA US denies the allegations contained in Paragraph 756.

COUNT XXXIX
(Alleged Fraudulent Concealment Idaho)

757. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

758. FCA US denies the allegations contained in Paragraph 758.

759. FCA US denies the allegations contained in Paragraph 759.

760. FCA US denies the allegations contained in Paragraph 760.

761. FCA US denies the allegations contained in Paragraph 761.

762. FCA US denies the allegations contained in Paragraph 762.

763. FCA US denies the allegations contained in Paragraph 763.

764. FCA US denies the allegations contained in Paragraph 764.

765. FCA US denies the allegations contained in Paragraph 765.

766. FCA US denies the allegations contained in Paragraph 766.

767. FCA US denies the allegations contained in Paragraph 767.

768. FCA US denies the allegations contained in Paragraph 768.

769. FCA US denies the allegations contained in Paragraph 769.

770. FCA US denies the allegations contained in Paragraph 770.

COUNT XL
(Alleged Fraudulent Omission Idaho)

771. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

772. FCA US denies the allegations contained in Paragraph 772.

773. FCA US denies the allegations contained in Paragraph 773.

774. FCA US denies the allegations contained in Paragraph 774.

775. FCA US denies the allegations contained in Paragraph 775.

776. FCA US denies the allegations contained in Paragraph 776.

777. FCA US denies the allegations contained in Paragraph 777.

778. FCA US denies the allegations contained in Paragraph 778.

779. FCA US denies the allegations contained in Paragraph 779.

COUNT XLI
(Alleged Unjust Enrichment Idaho)

780. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

781. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 781.

782. FCA US denies the allegations contained in Paragraph 782.

783. FCA US denies the allegations contained in Paragraph 783.

784. FCA US denies the allegations contained in Paragraph 784.

785. FCA US denies the allegations contained in Paragraph 785.

786. FCA US denies the allegations contained in Paragraph 786.

787. FCA US denies the allegations contained in Paragraph 787.

788. FCA US denies the allegations contained in Paragraph 788.

COUNT XLII
(Alleged Violation of Illinois Consumer Fraud
And Deceptive Business Practices Act)

789. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

790. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 790.

791. FCA US states that the allegations contained in Paragraph 791 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 791.

792. FCA US states that the allegations contained in Paragraph 792 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 792.

793. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 793.

794. FCA US denies the allegations contained in Paragraph 794.

795. FCA US denies the allegations contained in Paragraph 795.

796. FCA US denies the allegations contained in Paragraph 796.

797. FCA US denies the allegations contained in Paragraph 797.

798. FCA US denies the allegations contained in Paragraph 798.

799. FCA US denies the allegations contained in Paragraph 799.

800. FCA US denies the allegations contained in Paragraph 800.

801. FCA US denies the allegations contained in Paragraph 801.

802. FCA US denies the allegations contained in Paragraph 802.

803. FCA US denies the allegations contained in Paragraph 803.

804. FCA US denies the allegations contained in Paragraph 804.

805. FCA US denies the allegations contained in Paragraph 805.

806. FCA US denies the allegations contained in Paragraph 806.

807. FCA US denies the allegations contained in Paragraph 807.

808. FCA US denies the allegations contained in Paragraph 808.

809. FCA US denies the allegations contained in Paragraph 809.

COUNT XLIII
(Alleged Breach of Implied Warranty under Illinois Law)

810. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

811. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 811.

812. FCA US states that the allegations contained in Paragraph 812 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 812.

813. FCA US states that the allegations contained in Paragraph 813 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 813.

814. FCA US denies the allegations contained in Paragraph 814.

815. FCA US denies the allegations contained in Paragraph 815.

816. FCA US denies the allegations contained in Paragraph 816.

COUNT XLIV
(Alleged Breach of Express Warranty Under Illinois Law)

817. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

818. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 818.

819. FCA US denies the allegations contained in Paragraph 819.

820. FCA US states that the allegations contained in Paragraph 820 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 820.

821. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 821.

822. FCA US denies the allegations contained in Paragraph 822.

823. FCA US denies the allegations contained in Paragraph 823.

824. FCA US denies the allegations contained in Paragraph 824.

825. FCA US denies the allegations contained in Paragraph 825.

826. FCA US denies the allegations contained in Paragraph 826.

827. FCA US denies the allegations contained in Paragraph 827.

828. FCA US denies the allegations contained in Paragraph 828.

829. FCA US denies the allegations contained in Paragraph 829.

830. FCA US denies the allegations contained in Paragraph 830.

831. FCA US denies the allegations contained in Paragraph 831.

832. FCA US denies the allegations contained in Paragraph 832.

833. FCA US denies the allegations contained in Paragraph 833.

834. FCA US denies the allegations contained in Paragraph 834.

COUNT XLV
(Alleged Fraudulent Concealment Illinois)

835. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

836. FCA US denies the allegations contained in Paragraph 836.

837. FCA US denies the allegations contained in Paragraph 837.

838. FCA US denies the allegations contained in Paragraph 838.

839. FCA US denies the allegations contained in Paragraph 839.

840. FCA US denies the allegations contained in Paragraph 840.

841. FCA US denies the allegations contained in Paragraph 841.

842. FCA US denies the allegations contained in Paragraph 842.

843. FCA US denies the allegations contained in Paragraph 843.

844. FCA US denies the allegations contained in Paragraph 844.

845. FCA US denies the allegations contained in Paragraph 845.

846. FCA US denies the allegations contained in Paragraph 846.

847. FCA US denies the allegations contained in Paragraph 847.

848. FCA US denies the allegations contained in Paragraph 848.

COUNT XLVI
(Alleged Fraudulent Omission Illinois)

849. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

850. FCA US denies the allegations contained in Paragraph 850.

851. FCA US denies the allegations contained in Paragraph 851.

852. FCA US denies the allegations contained in Paragraph 852.

853. FCA US denies the allegations contained in Paragraph 853.

854. FCA US denies the allegations contained in Paragraph 854.

855. FCA US denies the allegations contained in Paragraph 855.

856. FCA US denies the allegations contained in Paragraph 856.

857. FCA US denies the allegations contained in Paragraph 857.

COUNT XLVII
(Alleged Unjust Enrichment Illinois)

858. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

859. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 859.

860. FCA US denies the allegations contained in Paragraph 860.

861. FCA US denies the allegations contained in Paragraph 861.

862. FCA US denies the allegations contained in Paragraph 862.

863. FCA US denies the allegations contained in Paragraph 863.

864. FCA US denies the allegations contained in Paragraph 864.

865. FCA US denies the allegations contained in Paragraph 865.

866. FCA US denies the allegations contained in Paragraph 866.

COUNT XLVIII
(Alleged Fraudulent Concealment Indiana)

867. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

868. FCA US denies the allegations contained in Paragraph 868.

869. FCA US denies the allegations contained in Paragraph 869.

870. FCA US denies the allegations contained in Paragraph 870.

871. FCA US denies the allegations contained in Paragraph 871.

872. FCA US denies the allegations contained in Paragraph 872.

873. FCA US denies the allegations contained in Paragraph 873.

874. FCA US denies the allegations contained in Paragraph 874.

875. FCA US denies the allegations contained in Paragraph 875.

876. FCA US denies the allegations contained in Paragraph 876.

877. FCA US denies the allegations contained in Paragraph 877.

878. FCA US denies the allegations contained in Paragraph 878.

879. FCA US denies the allegations contained in Paragraph 879.

880. FCA US denies the allegations contained in Paragraph 880.

COUNT XII
(Alleged Fraudulent Omission Indiana)

881. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

882. FCA US denies the allegations contained in Paragraph 882.

883. FCA US denies the allegations contained in Paragraph 883.

884. FCA US denies the allegations contained in Paragraph 884.

885. FCA US denies the allegations contained in Paragraph 885.

886. FCA US denies the allegations contained in Paragraph 886.

887. FCA US denies the allegations contained in Paragraph 887.

888. FCA US denies the allegations contained in Paragraph 888.

889. FCA US denies the allegations contained in Paragraph 889.

COUNT L
(Alleged Unjust Enrichment Indiana)

890. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

891. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 891.

892. FCA US denies the allegations contained in Paragraph 892.

893. FCA US denies the allegations contained in Paragraph 893.

894. FCA US denies the allegations contained in Paragraph 894.

895. FCA US denies the allegations contained in Paragraph 895.

896. FCA US denies the allegations contained in Paragraph 896.

897. FCA US denies the allegations contained in Paragraph 897.

898. FCA US denies the allegations contained in Paragraph 898.

COUNT LI
(Alleged Violation of Iowa Consumer Frauds Act)

899. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

900. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 900.

901. FCA US states that the allegations contained in Paragraph 901 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 901.

902. FCA US states that the allegations contained in Paragraph 902 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 902.

903. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 903.

904. FCA US denies the allegations contained in Paragraph 904.

905. FCA US denies the allegations contained in Paragraph 905.

906. FCA US denies the allegations contained in Paragraph 906.

907. FCA US denies the allegations contained in Paragraph 907.

908. FCA US denies the allegations contained in Paragraph 908.

909. FCA US denies the allegations contained in Paragraph 909.

910. FCA US denies the allegations contained in Paragraph 910.

911. FCA US denies the allegations contained in Paragraph 911.

912. FCA US denies the allegations contained in Paragraph 912.

913. FCA US denies the allegations contained in Paragraph 913.

914. FCA US denies the allegations contained in Paragraph 914.

915. FCA US denies the allegations contained in Paragraph 915.

916. FCA US denies the allegations contained in Paragraph 916.

917. FCA US denies the allegations contained in Paragraph 917.

918. FCA US denies the allegations contained in Paragraph 918.

COUNT LII
(Alleged Breach of Implied Warranty under Iowa Law)

919. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

920. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 920.

921. FCA US states that the allegations contained in Paragraph 921 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 921.

922. FCA US states that the allegations contained in Paragraph 922 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 922.

923. FCA US denies the allegations contained in Paragraph 923.

924. FCA US denies the allegations contained in Paragraph 924.

925. FCA US denies the allegations contained in Paragraph 925.

926. FCA US denies the allegations contained in Paragraph 926.

927. FCA US denies the allegations contained in Paragraph 927.

COUNT LIII
(Alleged Fraudulent Concealment Iowa)

928. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

929. FCA US denies the allegations contained in Paragraph 929.

930. FCA US denies the allegations contained in Paragraph 930.

931. FCA US denies the allegations contained in Paragraph 931.

932. FCA US denies the allegations contained in Paragraph 932.

933. FCA US denies the allegations contained in Paragraph 933.

934. FCA US denies the allegations contained in Paragraph 934.

935. FCA US denies the allegations contained in Paragraph 935.

936. FCA US denies the allegations contained in Paragraph 936.

937. FCA US denies the allegations contained in Paragraph 937.

938. FCA US denies the allegations contained in Paragraph 938.

939. FCA US denies the allegations contained in Paragraph 939.

940. FCA US denies the allegations contained in Paragraph 940.

941. FCA US denies the allegations contained in Paragraph 941.

COUNT LIV
(Alleged Fraudulent Omission Iowa)

942. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

943. FCA US denies the allegations contained in Paragraph 943.

944. FCA US denies the allegations contained in Paragraph 944.

945. FCA US denies the allegations contained in Paragraph 945.

946. FCA US denies the allegations contained in Paragraph 946.

947. FCA US denies the allegations contained in Paragraph 947.

948. FCA US denies the allegations contained in Paragraph 948.

949. FCA US denies the allegations contained in Paragraph 949.

950. FCA US denies the allegations contained in Paragraph 950.

COUNT LV
(Alleged Unjust Enrichment Iowa)

951. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

952. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 952.

953. FCA US denies the allegations contained in Paragraph 953.

954. FCA US denies the allegations contained in Paragraph 954.

955. FCA US denies the allegations contained in Paragraph 955.

956. FCA US denies the allegations contained in Paragraph 956.

957. FCA US denies the allegations contained in Paragraph 957.

958. FCA US denies the allegations contained in Paragraph 958.

959. FCA US denies the allegations contained in Paragraph 959.

COUNT LVI
(Alleged Violation of the Kansas Consumer Protection Act)

960. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

961. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 961.

962. FCA US states that the referenced statute speaks for itself, and the allegations contained in Paragraph 962 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 962.

963. FCA US states that the allegations contained in Paragraph 963 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 963.

964. FCA US states that the allegations contained in Paragraph 964 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 964.

965. FCA US denies the allegations contained in Paragraph 965.

966. FCA US admits that Plaintiffs purport to seek monetary relief. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 966.

967. FCA US denies the allegations contained in Paragraph 967.

COUNT LVII
(Alleged Breach of Implied Warranty Under Kansas Law)

968. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

969. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 969.

970. FCA US states that the allegations contained in Paragraph 970 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 970.

971. FCA US states that the allegations contained in Paragraph 971 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 971.

972. FCA US denies the allegations contained in Paragraph 972.

973. FCA US denies the allegations contained in Paragraph 973.

974. FCA US denies the allegations contained in Paragraph 974.

975. FCA US denies the allegations contained in Paragraph 975.

976. FCA US denies the allegations contained in Paragraph 976.

COUNT LVIII
(Alleged Fraudulent Concealment Kansas)

977. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

978. FCA US denies the allegations contained in Paragraph 978.

979. FCA US denies the allegations contained in Paragraph 979.

980. FCA US denies the allegations contained in Paragraph 980.

981. FCA US denies the allegations contained in Paragraph 981.

982. FCA US denies the allegations contained in Paragraph 982.

983. FCA US denies the allegations contained in Paragraph 983.

984. FCA US denies the allegations contained in Paragraph 984.

985. FCA US denies the allegations contained in Paragraph 985.

986. FCA US denies the allegations contained in Paragraph 986.

987. FCA US denies the allegations contained in Paragraph 987.

988. FCA US denies the allegations contained in Paragraph 988.

989. FCA US denies the allegations contained in Paragraph 989.

990. FCA US denies the allegations contained in Paragraph 990.

COUNT LIX
(Alleged Fraudulent Omission Kansas)

991. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

992. FCA US denies the allegations contained in Paragraph 992.

993. FCA US denies the allegations contained in Paragraph 993.

994. FCA US denies the allegations contained in Paragraph 994.

995. FCA US denies the allegations contained in Paragraph 995.

996. FCA US denies the allegations contained in Paragraph 996.

997. FCA US denies the allegations contained in Paragraph 997.

998. FCA US denies the allegations contained in Paragraph 998.

999. FCA US denies the allegations contained in Paragraph 999.

COUNT LX
(Alleged Unjust Enrichment Kansas)

1000. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1001. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1001.

1002. FCA US denies the allegations contained in Paragraph 1002.

1003. FCA US denies the allegations contained in Paragraph 1003.

1004. FCA US denies the allegations contained in Paragraph 1004.

1005. FCA US denies the allegations contained in Paragraph 1005.

1006. FCA US denies the allegations contained in Paragraph 1006.

1007. FCA US denies the allegations contained in Paragraph 1007.

1008. FCA US denies the allegations contained in Paragraph 1008.

COUNT LXI
(Alleged Violation of Kentucky Consumer Protection Act)

1009. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1010. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1010.

1011. FCA US states that the allegations contained in Paragraph 1011 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1011.

1012. FCA US states that the allegations contained in Paragraph 1012 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1012.

1013. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1013.

1014. FCA US denies the allegations contained in Paragraph 1014.

1015. FCA US denies the allegations contained in Paragraph 1015.

1016. FCA US denies the allegations contained in Paragraph 1016.

1017. FCA US denies the allegations contained in Paragraph 1017.

1018. FCA US denies the allegations contained in Paragraph 1018.

1019. FCA US denies the allegations contained in Paragraph 1019.

1020. FCA US denies the allegations contained in Paragraph 1020.

1021. FCA US denies the allegations contained in Paragraph 1021.

1022. FCA US denies the allegations contained in Paragraph 1022.

1023. FCA US denies the allegations contained in Paragraph 1023.

1024. FCA US denies the allegations contained in Paragraph 1024.

1025. FCA US denies the allegations contained in Paragraph 1025.

1026. FCA US denies the allegations contained in Paragraph 1026.

1027. FCA US denies the allegations contained in Paragraph 1027.

1028. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1028.

COUNT LXII
(Alleged Breach of Implied Warranty Under Kentucky Law)

1029. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1030. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1030.

1031. FCA US states that the allegations contained in Paragraph 1031 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1031.

1032. FCA US states that the allegations contained in Paragraph 1032 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1032.

1033. FCA US states that the allegations contained in Paragraph 1033 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1033.

1034. FCA US states that the allegations contained in Paragraph 1034 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1034.

1035. FCA US denies the allegations contained in Paragraph 1035.

1036. FCA US denies the allegations contained in Paragraph 1036.

1037. FCA US denies the allegations contained in Paragraph 1037.

COUNT LXIII
(Alleged Fraudulent Concealment Kentucky)

1038. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1039. FCA US denies the allegations contained in Paragraph 1039.

1040. FCA US denies the allegations contained in Paragraph 1040.

1041. FCA US denies the allegations contained in Paragraph 1041.

1042. FCA US denies the allegations contained in Paragraph 1042.

1043. FCA US denies the allegations contained in Paragraph 1043.

1044. FCA US denies the allegations contained in Paragraph 1044.

1045. FCA US denies the allegations contained in Paragraph 1045.

1046. FCA US denies the allegations contained in Paragraph 1046.

1047. FCA US denies the allegations contained in Paragraph 1047.

1048. FCA US denies the allegations contained in Paragraph 1048.

1049. FCA US denies the allegations contained in Paragraph 1049.

1050. FCA US denies the allegations contained in Paragraph 1050.

1051. FCA US denies the allegations contained in Paragraph 1051.

COUNT LXIV
(Alleged Fraudulent Omission Kentucky)

1052. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1053. FCA US denies the allegations contained in Paragraph 1053.

1054. FCA US denies the allegations contained in Paragraph 1054.

1055. FCA US denies the allegations contained in Paragraph 1055.

1056. FCA US denies the allegations contained in Paragraph 1056.

1057. FCA US denies the allegations contained in Paragraph 1057.

1058. FCA US denies the allegations contained in Paragraph 1058.

1059. FCA US denies the allegations contained in Paragraph 1059.

1060. FCA US denies the allegations contained in Paragraph 1060.

COUNT LXV
(Alleged Unjust Enrichment Kentucky)

1061. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1062. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1062.

1063. FCA US denies the allegations contained in Paragraph 1063.

1064. FCA US denies the allegations contained in Paragraph 1064.

1065. FCA US denies the allegations contained in Paragraph 1065.

1066. FCA US denies the allegations contained in Paragraph 1066.

1067. FCA US denies the allegations contained in Paragraph 1067.

1068. FCA US denies the allegations contained in Paragraph 1068.

1069. FCA US denies the allegations contained in Paragraph 1069.

COUNT LXVI
(Alleged Violation of Maryland Consumer Protection Act)

1070. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1071. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1071.

1072. FCA US states that the allegations contained in Paragraph 1072 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1072.

1073. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1073.

1074. FCA US denies the allegations contained in Paragraph 1074.

1075. FCA US denies the allegations contained in Paragraph 1075.

1076. FCA US denies the allegations contained in Paragraph 1076.

1077. FCA US denies the allegations contained in Paragraph 1077.

1078. FCA US denies the allegations contained in Paragraph 1078.

1079. FCA US denies the allegations contained in Paragraph 1079.

1080. FCA US denies the allegations contained in Paragraph 1080.

1081. FCA US denies the allegations contained in Paragraph 1081.

1082. FCA US denies the allegations contained in Paragraph 1082.

1083. FCA US denies the allegations contained in Paragraph 1083.

1084. FCA US denies the allegations contained in Paragraph 1084.

1085. FCA US denies the allegations contained in Paragraph 1085.

1086. FCA US denies the allegations contained in Paragraph 1086.

1087. FCA US denies the allegations contained in Paragraph 1087.

1088. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1088.

COUNT LXVII
(Alleged Breach of Implied Warranty Under Maryland Law)

1089. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1090. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1090.

1091. FCA US states that the allegations contained in Paragraph 1091 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1091.

1092. FCA US states that the allegations contained in Paragraph 1092 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1092.

1093. FCA US denies the allegations contained in Paragraph 1093.

1094. FCA US denies the allegations contained in Paragraph 1094.

1095. FCA US denies the allegations contained in Paragraph 1095.

COUNT LXVIII
(Alleged Fraudulent Concealment Maryland)

1096. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1097. FCA US denies the allegations contained in Paragraph 1097.

1098. FCA US denies the allegations contained in Paragraph 1098.

1099. FCA US denies the allegations contained in Paragraph 1099.

1100. FCA US denies the allegations contained in Paragraph 1100.

1101. FCA US denies the allegations contained in Paragraph 1101.

1102. FCA US denies the allegations contained in Paragraph 1102.

1103. FCA US denies the allegations contained in Paragraph 1103.

1104. FCA US denies the allegations contained in Paragraph 1104.

1105. FCA US denies the allegations contained in Paragraph 1105.

1106. FCA US denies the allegations contained in Paragraph 1106.

1107. FCA US denies the allegations contained in Paragraph 1107.

1108. FCA US denies the allegations contained in Paragraph 1108.

1109. FCA US denies the allegations contained in Paragraph 1109.

COUNT LXIX
(Alleged Fraudulent Omission Maryland)

1110. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1111. FCA US denies the allegations contained in Paragraph 1111.

1112. FCA US denies the allegations contained in Paragraph 1112.

1113. FCA US denies the allegations contained in Paragraph 1113.

1114. FCA US denies the allegations contained in Paragraph 1114.

1115. FCA US denies the allegations contained in Paragraph 1115.

1116. FCA US denies the allegations contained in Paragraph 1116.

1117. FCA US denies the allegations contained in Paragraph 1117.

1118. FCA US denies the allegations contained in Paragraph 1118.

COUNT LXX
(Alleged Unjust Enrichment Maryland)

1119. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1120. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1120.

1121. FCA US denies the allegations contained in Paragraph 1121.

1122. FCA US denies the allegations contained in Paragraph 1122.

1123. FCA US denies the allegations contained in Paragraph 1123.

1124. FCA US denies the allegations contained in Paragraph 1124.

1125. FCA US denies the allegations contained in Paragraph 1125.

1126. FCA US denies the allegations contained in Paragraph 1126.

1127. FCA US denies the allegations contained in Paragraph 1127.

COUNT LXXI
(Alleged Violation of Massachusetts Deceptive Acts or Practices)

1128. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1129. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1129.

1130. FCA US states that the allegations contained in Paragraph 1130 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1130.

1131. FCA US states that the allegations contained in Paragraph 1131 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1131.

1132. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1132.

1133. FCA US denies the allegations contained in Paragraph 1133.

1134. FCA US denies the allegations contained in Paragraph 1134.

1135. FCA US denies the allegations contained in Paragraph 1135.

1136. FCA US denies the allegations contained in Paragraph 1136.

1137. FCA US denies the allegations contained in Paragraph 1137.

1138. FCA US denies the allegations contained in Paragraph 1138.

1139. FCA US denies the allegations contained in Paragraph 1139.

1140. FCA US denies the allegations contained in Paragraph 1140.

1141. FCA US denies the allegations contained in Paragraph 1141.

1142. FCA US denies the allegations contained in Paragraph 1142.

1143. FCA US denies the allegations contained in Paragraph 1143.

1144. FCA US denies the allegations contained in Paragraph 1144.

1145. FCA US denies the allegations contained in Paragraph 1145.

1146. FCA US denies the allegations contained in Paragraph 1146.

1147. FCA US admits that Plaintiffs purport to seek relief pursuant to the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1147.

1148. FCA US denies the allegations contained in Paragraph 1148.

1149. FCA US denies the allegations contained in Paragraph 1149.

COUNT LXXII
(Alleged Breach of Implied Warranty Under Massachusetts Law)

1150. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1151. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1151.

1152. FCA US states that the allegations contained in Paragraph 1152 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1152.

1153. FCA US states that the allegations contained in Paragraph 1153 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1153.

1154. FCA US denies the allegations contained in Paragraph 1154.

1155. FCA US denies the allegations contained in Paragraph 1155.

1156. FCA US denies the allegations contained in Paragraph 1156.

1157. FCA US denies the allegations contained in Paragraph 1157.

1158. FCA US denies the allegations contained in Paragraph 1158.

1159. FCA US denies the allegations contained in Paragraph 1159.

COUNT LXXIII
(Alleged Breach of Express Warranty Under Massachusetts Law)

1160. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1161. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1161.

1162. FCA US denies the allegations contained in Paragraph 1162.

1163. FCA US states that the allegations contained in Paragraph 1163 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1163.

1164. FCA US states that the allegations contained in Paragraph 1164 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1164.

1165. FCA US denies the allegations contained in Paragraph 1165.

1166. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1166.

1167. FCA US denies the allegations contained in Paragraph 1167.

1168. FCA US denies the allegations contained in Paragraph 1168.

1169. FCA US denies the allegations contained in Paragraph 1169.

1170. FCA US denies the allegations contained in Paragraph 1170.

1171. FCA US denies the allegations contained in Paragraph 1171.

1172. FCA US denies the allegations contained in Paragraph 1172.

1173. FCA US denies the allegations contained in Paragraph 1173.

1174. FCA US denies the allegations contained in Paragraph 1174.

1175. FCA US denies the allegations contained in Paragraph 1175.

1176. FCA US denies the allegations contained in Paragraph 1176.

1177. FCA US denies the allegations contained in Paragraph 1177.

1178. FCA US denies the allegations contained in Paragraph 1178.

1179. FCA US denies the allegations contained in Paragraph 1179.

COUNT LXXIV
(Alleged Fraudulent Concealment Massachusetts)

1180 – 1193. The Court has dismissed Count LXXIV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count LXXIV.

COUNT LXXV
(Alleged Fraudulent Omission Massachusetts)

1194 – 1202. The Court has dismissed Count LXXV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count LXXV.

COUNT LXXVI
(Alleged Unjust Enrichment Massachusetts)

1203. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1204. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1204.

1205. FCA US denies the allegations contained in Paragraph 1205.

1206. FCA US denies the allegations contained in Paragraph 1206.

1207. FCA US denies the allegations contained in Paragraph 1207.

1208. FCA US denies the allegations contained in Paragraph 1208.

1209. FCA US denies the allegations contained in Paragraph 1209.

1210. FCA US denies the allegations contained in Paragraph 1210.

1211. FCA US denies the allegations contained in Paragraph 1211.

COUNT LXXVII
(Alleged Breach of Implied Warranty Under Michigan Law)

1212. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1213. FCA US states that the allegations contained in Paragraph 1213 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1213.

1214. FCA US states that the allegations contained in Paragraph 1214 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1214.

1215. FCA US denies the allegations contained in Paragraph 1215.

1216. FCA US denies the allegations contained in Paragraph 1216.

1217. FCA US denies the allegations contained in Paragraph 1217.

COUNT LXXVIII
(Alleged Breach of Express Warranty Under Michigan Law)

1218. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1219. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1219.

1220. FCA US denies the allegations contained in Paragraph 1220.

1221. FCA US states that the allegations contained in Paragraph 1221 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1221.

1222. FCA US states that the allegations contained in Paragraph 1222 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1222.

1223. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1223.

1224. FCA US denies the allegations contained in Paragraph 1224.

1225. FCA US denies the allegations contained in Paragraph 1225.

1226. FCA US denies the allegations contained in Paragraph 1226.

1227. FCA US denies the allegations contained in Paragraph 1227.

1228. FCA US denies the allegations contained in Paragraph 1228.

1229. FCA US denies the allegations contained in Paragraph 1229.

1230. FCA US denies the allegations contained in Paragraph 1230.

1231. FCA US denies the allegations contained in Paragraph 1231.

1232. FCA US denies the allegations contained in Paragraph 1232.

1233. FCA US denies the allegations contained in Paragraph 1233.

1234. FCA US denies the allegations contained in Paragraph 1234.

1235. FCA US denies the allegations contained in Paragraph 1235.

1236. FCA US denies the allegations contained in Paragraph 1236.

COUNT LXXIX
(Alleged Fraudulent Concealment Michigan)

1237. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1238. FCA US denies the allegations contained in Paragraph 1238.

1239. FCA US denies the allegations contained in Paragraph 1239.

1240. FCA US denies the allegations contained in Paragraph 1240.

1241. FCA US denies the allegations contained in Paragraph 1241.

1242. FCA US denies the allegations contained in Paragraph 1242.

1243. FCA US denies the allegations contained in Paragraph 1243.

1244. FCA US denies the allegations contained in Paragraph 1244.

1245. FCA US denies the allegations contained in Paragraph 1245.

1246. FCA US denies the allegations contained in Paragraph 1246.

1247. FCA US denies the allegations contained in Paragraph 1247.

1248. FCA US denies the allegations contained in Paragraph 1248.

1249. FCA US denies the allegations contained in Paragraph 1249.

1250. FCA US denies the allegations contained in Paragraph 1250.

COUNT LXXX
(Alleged Fraudulent Omission Michigan)

1251. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1252. FCA US denies the allegations contained in Paragraph 1252.

1253. FCA US denies the allegations contained in Paragraph 1253.

1254. FCA US denies the allegations contained in Paragraph 1254.

1255. FCA US denies the allegations contained in Paragraph 1255.

1256. FCA US denies the allegations contained in Paragraph 1256.

1257. FCA US denies the allegations contained in Paragraph 1257.

1258. FCA US denies the allegations contained in Paragraph 1258.

1259. FCA US denies the allegations contained in Paragraph 1259.

COUNT LXXXI
(Alleged Unjust Enrichment Michigan)

1260. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1261. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1261.

1262. FCA US denies the allegations contained in Paragraph 1262.

1263. FCA US denies the allegations contained in Paragraph 1263.

1264. FCA US denies the allegations contained in Paragraph 1264.

1265. FCA US denies the allegations contained in Paragraph 1265.

1266. FCA US denies the allegations contained in Paragraph 1266.

1267. FCA US denies the allegations contained in Paragraph 1267.

1268. FCA US denies the allegations contained in Paragraph 1268.

COUNT LXXXII
(Alleged Violation of Minnesota Prevention of Consumer Fraud Act)

1269. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1270. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1270.

1271. FCA US states that the allegations contained in Paragraph 1271 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1271.

1272. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1272.

1273. FCA US denies the allegations contained in Paragraph 1273.

1274. FCA US denies the allegations contained in Paragraph 1274.

1275. FCA US denies the allegations contained in Paragraph 1275.

1276. FCA US denies the allegations contained in Paragraph 1276.

1277. FCA US denies the allegations contained in Paragraph 1277.

1278. FCA US denies the allegations contained in Paragraph 1278.

1279. FCA US denies the allegations contained in Paragraph 1279.

1280. FCA US denies the allegations contained in Paragraph 1280.

1281. FCA US denies the allegations contained in Paragraph 1281.

1282. FCA US denies the allegations contained in Paragraph 1282.

1283. FCA US denies the allegations contained in Paragraph 1283.

1284. FCA US denies the allegations contained in Paragraph 1284.

1285. FCA US denies the allegations contained in Paragraph 1285.

1286. FCA US denies the allegations contained in Paragraph 1286.

1287. FCA US denies the allegations contained in Paragraph 1287.

1288. FCA US denies the allegations contained in Paragraph 1288.

1289. FCA US admits that Plaintiffs purport to seek relief under the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1289.

1290. FCA US denies the allegations contained in Paragraph 1290.

COUNT LXXXIII
(Alleged Violation of Minnesota Uniform Deceptive Trade Practices Act)

1291. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1292. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1292.

1293. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1293.

1294. FCA US denies the allegations contained in Paragraph 1294.

1295. FCA US denies the allegations contained in Paragraph 1295.

1296. FCA US denies the allegations contained in Paragraph 1296.

1297. FCA US denies the allegations contained in Paragraph 1297.

1298. FCA US denies the allegations contained in Paragraph 1298.

1299. FCA US denies the allegations contained in Paragraph 1299.

1300. FCA US denies the allegations contained in Paragraph 1300.

1301. FCA US denies the allegations contained in Paragraph 1301.

1302. FCA US denies the allegations contained in Paragraph 1302.

1303. FCA US denies the allegations contained in Paragraph 1303.

1304. FCA US denies the allegations contained in Paragraph 1304.

1305. FCA US denies the allegations contained in Paragraph 1305.

1306. FCA US denies the allegations contained in Paragraph 1306.

1307. FCA US denies the allegations contained in Paragraph 1307.

1308. FCA US denies the allegations contained in Paragraph 1308.

1309. FCA US denies the allegations contained in Paragraph 1309.

1310. FCA US admits that Plaintiffs purport to seek relief under the referenced statute. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1310.

1311. FCA US denies the allegations contained in Paragraph 1311.

COUNT LXXXIV
(Alleged Breach of Implied Warranty under Minnesota Law)

1312. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1313. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1313.

1314. FCA US states that the allegations contained in Paragraph 1314 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1314.

1315. FCA US states that the allegations contained in Paragraph 1315 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1315.

1316. FCA US denies the allegations contained in Paragraph 1316.

1317. FCA US denies the allegations contained in Paragraph 1317.

1318. FCA US denies the allegations contained in Paragraph 1318.

COUNT LXXXV
(Alleged Breach of Express Warranty Under Minnesota Law)

1319. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1320. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1320.

1321. FCA US denies the allegations contained in Paragraph 1321.

1322. FCA US states that the allegations contained in Paragraph 1322 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1322.

1323. FCA US states that the allegations contained in Paragraph 1323 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1323.

1324. FCA US states that the allegations contained in Paragraph 1324 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1324.

1325. FCA US states that the allegations contained in Paragraph 1325 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1325.

1326. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1326.

1327. FCA US denies the allegations contained in Paragraph 1327.

1328. FCA US denies the allegations contained in Paragraph 1328.

1329. FCA US denies the allegations contained in Paragraph 1329.

1330. FCA US denies the allegations contained in Paragraph 1330.

1331. FCA US denies the allegations contained in Paragraph 1331.

1332. FCA US denies the allegations contained in Paragraph 1332.

1333. FCA US denies the allegations contained in Paragraph 1333.

1334. FCA US denies the allegations contained in Paragraph 1334.

1335. FCA US denies the allegations contained in Paragraph 1335.

1336. FCA US denies the allegations contained in Paragraph 1336.

1337. FCA US denies the allegations contained in Paragraph 1337.

1338. FCA US denies the allegations contained in Paragraph 1338.

1339. FCA US denies the allegations contained in Paragraph 1339.

COUNT LXXXVI
(Alleged Fraudulent Concealment Minnesota)

1340. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1341. FCA US denies the allegations contained in Paragraph 1341.

1342. FCA US denies the allegations contained in Paragraph 1342.

1343. FCA US denies the allegations contained in Paragraph 1343.

1344. FCA US denies the allegations contained in Paragraph 1344.

1345. FCA US denies the allegations contained in Paragraph 1345.

1346. FCA US denies the allegations contained in Paragraph 1346.

1347. FCA US denies the allegations contained in Paragraph 1347.

1348. FCA US denies the allegations contained in Paragraph 1348.

1349. FCA US denies the allegations contained in Paragraph 1349.

1350. FCA US denies the allegations contained in Paragraph 1350.

1351. FCA US denies the allegations contained in Paragraph 1351.

1352. FCA US denies the allegations contained in Paragraph 1352.

1353. FCA US denies the allegations contained in Paragraph 1353.

COUNT LXXXVII
(Alleged Fraudulent Omission Minnesota)

1354. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1355. FCA US denies the allegations contained in Paragraph 1355.

1356. FCA US denies the allegations contained in Paragraph 1356.

1357. FCA US denies the allegations contained in Paragraph 1357.

1358. FCA US denies the allegations contained in Paragraph 1358.

1359. FCA US denies the allegations contained in Paragraph 1359.

1360. FCA US denies the allegations contained in Paragraph 1360.

1361. FCA US denies the allegations contained in Paragraph 1361.

1362. FCA US denies the allegations contained in Paragraph 1362.

COUNT LXXXVIII
(Alleged Unjust Enrichment Minnesota)

1363. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1364. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1364.

1365. FCA US denies the allegations contained in Paragraph 1365.

1366. FCA US denies the allegations contained in Paragraph 1366.

1367. FCA US denies the allegations contained in Paragraph 1367.

1368. FCA US denies the allegations contained in Paragraph 1368.

1369. FCA US denies the allegations contained in Paragraph 1369.

1370. FCA US denies the allegations contained in Paragraph 1370.

1371. FCA US denies the allegations contained in Paragraph 1371.

COUNT LXXXIX
(Alleged Violation of Missouri Merchandising Practices Act)

1372. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1373. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1373.

1374. FCA US states that the allegations contained in Paragraph 1374 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1374.

1375. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1375.

1376. FCA US denies the allegations contained in Paragraph 1376.

1377. FCA US denies the allegations contained in Paragraph 1377.

1378. FCA US denies the allegations contained in Paragraph 1378.

1379. FCA US denies the allegations contained in Paragraph 1379.

1380. FCA US denies the allegations contained in Paragraph 1380.

1381. FCA US denies the allegations contained in Paragraph 1381.

1382. FCA US denies the allegations contained in Paragraph 1382.

1383. FCA US denies the allegations contained in Paragraph 1383.

1384. FCA US denies the allegations contained in Paragraph 1384.

1385. FCA US denies the allegations contained in Paragraph 1385.

1386. FCA US denies the allegations contained in Paragraph 1386.

1387. FCA US denies the allegations contained in Paragraph 1387.

1388. FCA US denies the allegations contained in Paragraph 1388.

1389. FCA US denies the allegations contained in Paragraph 1389.

1390. FCA US denies the allegations contained in Paragraph 1390.

1391. FCA US denies the allegations contained in Paragraph 1391.

COUNT XC
(Alleged Breach of Express Warranty Under Missouri Law)

1392. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1393. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1393.

1394. FCA US denies the allegations contained in Paragraph 1394.

1395. FCA US states that the allegations contained in Paragraph 1395 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1395.

1396. FCA US states that the allegations contained in Paragraph 1396 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1396.

1397. FCA US states that the allegations contained in Paragraph 1397 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1397.

1398. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1398.

1399. FCA US denies the allegations contained in Paragraph 1399.

1400. FCA US denies the allegations contained in Paragraph 1400.

1401. FCA US denies the allegations contained in Paragraph 1401.

1402. FCA US denies the allegations contained in Paragraph 1402.

1403. FCA US denies the allegations contained in Paragraph 1403.

1404. FCA US denies the allegations contained in Paragraph 1404.

1405. FCA US denies the allegations contained in Paragraph 1405.

1406. FCA US denies the allegations contained in Paragraph 1406.

1407. FCA US denies the allegations contained in Paragraph 1407.

1408. FCA US denies the allegations contained in Paragraph 1408.

1409. FCA US denies the allegations contained in Paragraph 1409.

1410. FCA US denies the allegations contained in Paragraph 1410.

1411. FCA US denies the allegations contained in Paragraph 1411.

COUNT XCI
(Alleged Fraudulent Concealment Missouri)

1412. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1413. FCA US denies the allegations contained in Paragraph 1413.

1414. FCA US denies the allegations contained in Paragraph 1414.

1415. FCA US denies the allegations contained in Paragraph 1415.

1416. FCA US denies the allegations contained in Paragraph 1416.

1417. FCA US denies the allegations contained in Paragraph 1417.

1418. FCA US denies the allegations contained in Paragraph 1418.

1419. FCA US denies the allegations contained in Paragraph 1419.

1420. FCA US denies the allegations contained in Paragraph 1420.

1421. FCA US denies the allegations contained in Paragraph 1421.

1422. FCA US denies the allegations contained in Paragraph 1422.

1423. FCA US denies the allegations contained in Paragraph 1423.

1424. FCA US denies the allegations contained in Paragraph 1424.

1425. FCA US denies the allegations contained in Paragraph 1425.

COUNT XCII
(Alleged Fraudulent Omission Missouri)

1426. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1427. FCA US denies the allegations contained in Paragraph 1427.

1428. FCA US denies the allegations contained in Paragraph 1428.

1429. FCA US denies the allegations contained in Paragraph 1429.

1430. FCA US denies the allegations contained in Paragraph 1430.

1431. FCA US denies the allegations contained in Paragraph 1431.

1432. FCA US denies the allegations contained in Paragraph 1432.

1433. FCA US denies the allegations contained in Paragraph 1433.

1434. FCA US denies the allegations contained in Paragraph 1434.

COUNT XCIII
(Alleged Unjust Enrichment Missouri)

1435. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1436. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1436.

1437. FCA US denies the allegations contained in Paragraph 1437.

1438. FCA US denies the allegations contained in Paragraph 1438.

1439. FCA US denies the allegations contained in Paragraph 1439.

1440. FCA US denies the allegations contained in Paragraph 1440.

1441. FCA US denies the allegations contained in Paragraph 1441.

1442. FCA US denies the allegations contained in Paragraph 1442.

1443. FCA US denies the allegations contained in Paragraph 1443.

COUNT XCIV
(Alleged Violation of the Nevada Deceptive Trade Practices Act)

1444 – 1461. The Court has dismissed Count XCIV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCIV.

COUNT XCV
(Alleged Breach of Implied Warranty under Nevada Law)

1462 – 1470. The Court has dismissed Count XCV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCV.

COUNT XCVI
(Alleged Breach of Express Warranty Under Nevada Law)

1471 – 1490. The Court has dismissed Count XCVI of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCVI.

COUNT XCVII
(Alleged Fraudulent Concealment Nevada)

1491 – 1504. The Court has dismissed Count XCVII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCVII.

COUNT XCVIII
(Alleged Fraudulent Omission Nevada)

1505 – 1513. The Court has dismissed Count XCVIII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCVIII.

COUNT XCIX
(Alleged Unjust Enrichment Nevada)

1514 – 1522. The Court has dismissed Count XCIX of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count XCIX.

COUNT C
(Alleged Violation of the New Hampshire Consumer Protection Act)

1523. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1524. FCA US states that the allegations contained in Paragraph 1524 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1524.

1525. FCA US states that the allegations contained in Paragraph 1525 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1525.

1526. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1526.

1527. FCA US denies the allegations contained in Paragraph 1527.

1528. FCA US denies the allegations contained in Paragraph 1528.

1529. FCA US denies the allegations contained in Paragraph 1529.

1530. FCA US denies the allegations contained in Paragraph 1530.

1531. FCA US denies the allegations contained in Paragraph 1531.

1532. FCA US denies the allegations contained in Paragraph 1532.

1533. FCA US denies the allegations contained in Paragraph 1533.

1534. FCA US denies the allegations contained in Paragraph 1534.

1535. FCA US denies the allegations contained in Paragraph 1535.

1536. FCA US denies the allegations contained in Paragraph 1536.

1537. FCA US denies the allegations contained in Paragraph 1537.

1538. FCA US denies the allegations contained in Paragraph 1538.

COUNT CI
(Alleged Breach of Implied Warranty under New Hampshire Law)

1539. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1540. FCA US states that the allegations contained in Paragraph 1540 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1540.

1541. FCA US states that the allegations contained in Paragraph 1541 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1541.

1542. FCA US denies the allegations contained in Paragraph 1542.

1543. FCA US denies the allegations contained in Paragraph 1543.

1544. FCA US denies the allegations contained in Paragraph 1544.

COUNT CII
(Alleged Fraudulent Concealment New Hampshire)

1545. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1546. FCA US denies the allegations contained in Paragraph 1546.

1547. FCA US denies the allegations contained in Paragraph 1547.

1548. FCA US denies the allegations contained in Paragraph 1548.

1549. FCA US denies the allegations contained in Paragraph 1549.

1550. FCA US denies the allegations contained in Paragraph 1550.

1551. FCA US denies the allegations contained in Paragraph 1551.

1552. FCA US denies the allegations contained in Paragraph 1552.

1553. FCA US denies the allegations contained in Paragraph 1553.

1554. FCA US denies the allegations contained in Paragraph 1554.

1555. FCA US denies the allegations contained in Paragraph 1555.

1556. FCA US denies the allegations contained in Paragraph 1556.

1557. FCA US denies the allegations contained in Paragraph 1557.

1558. FCA US denies the allegations contained in Paragraph 1558.

COUNT CIII
(Alleged Fraudulent Omission New Hampshire)

1559. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1560. FCA US denies the allegations contained in Paragraph 1560.

1561. FCA US denies the allegations contained in Paragraph 1561.

1562. FCA US denies the allegations contained in Paragraph 1562.

1563. FCA US denies the allegations contained in Paragraph 1563.

1564. FCA US denies the allegations contained in Paragraph 1564.

1565. FCA US denies the allegations contained in Paragraph 1565.

1566. FCA US denies the allegations contained in Paragraph 1566.

1567. FCA US denies the allegations contained in Paragraph 1567.

COUNT CIV
(Alleged Unjust Enrichment New Hampshire)

1568. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1569. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1569.

1570. FCA US denies the allegations contained in Paragraph 1570.

1571. FCA US denies the allegations contained in Paragraph 1571.

1572. FCA US denies the allegations contained in Paragraph 1572.

1573. FCA US denies the allegations contained in Paragraph 1573.

1574. FCA US denies the allegations contained in Paragraph 1574.

1575. FCA US denies the allegations contained in Paragraph 1575.

1576. FCA US denies the allegations contained in Paragraph 1576.

COUNT LIV
(Alleged Violation of New Jersey Consumer Fraud Act)

1577. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1577.

1578. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1579. FCA US states that the allegations contained in Paragraph 1579 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1579.

1580. FCA US states that the allegations contained in Paragraph 1580 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1580.

1581. FCA US denies the allegations contained in Paragraph 1581.

1582. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1582.

1583. FCA US denies the allegations contained in Paragraph 1583.

1584. FCA US denies the allegations contained in Paragraph 1584.

1585. FCA US denies the allegations contained in Paragraph 1585.

1586. FCA US denies the allegations contained in Paragraph 1586.

1587. FCA US denies the allegations contained in Paragraph 1587.

1588. FCA US denies the allegations contained in Paragraph 1588.

1589. FCA US denies the allegations contained in Paragraph 1589.

1590. FCA US denies the allegations contained in Paragraph 1590.

1591. FCA US denies the allegations contained in Paragraph 1591.

1592. FCA US denies the allegations contained in Paragraph 1592.

1593. FCA US denies the allegations contained in Paragraph 1593.

1594. FCA US denies the allegations contained in Paragraph 1594.

COUNT CVI
(Alleged Breach of Implied Warranty under New Jersey Law)

1595. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1596. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1596.

1597. FCA US states that the allegations contained in Paragraph 1597 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1597.

1598. FCA US states that the allegations contained in Paragraph 1598 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1598.

1599. FCA US denies the allegations contained in Paragraph 1599.

1600. FCA US denies the allegations contained in Paragraph 1600.

1601. FCA US denies the allegations contained in Paragraph 1601.

1602. FCA US denies the allegations contained in Paragraph 1602.

COUNT CVII
(Alleged Fraudulent Concealment New Jersey)

1603. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1604. FCA US denies the allegations contained in Paragraph 1604.

1605. FCA US denies the allegations contained in Paragraph 1605.

1606. FCA US denies the allegations contained in Paragraph 1606.

1607. FCA US denies the allegations contained in Paragraph 1607.

1608. FCA US denies the allegations contained in Paragraph 1608.

1609. FCA US denies the allegations contained in Paragraph 1609.

1610. FCA US denies the allegations contained in Paragraph 1610.

1611. FCA US denies the allegations contained in Paragraph 1611.

1612. FCA US denies the allegations contained in Paragraph 1612.

1613. FCA US denies the allegations contained in Paragraph 1613.

1614. FCA US denies the allegations contained in Paragraph 1614.

1615. FCA US denies the allegations contained in Paragraph 1615.

1616. FCA US denies the allegations contained in Paragraph 1616.

COUNT CVIII
(Alleged Fraudulent Omission New Jersey)

1617. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1618. FCA US denies the allegations contained in Paragraph 1618.

1619. FCA US denies the allegations contained in Paragraph 1619.

1620. FCA US denies the allegations contained in Paragraph 1620.

1621. FCA US denies the allegations contained in Paragraph 1621.

1622. FCA US denies the allegations contained in Paragraph 1622.

1623. FCA US denies the allegations contained in Paragraph 1623.

1624. FCA US denies the allegations contained in Paragraph 1624.

1625. FCA US denies the allegations contained in Paragraph 1625.

COUNT CIX
(Alleged Unjust Enrichment New Jersey)

1626. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1627. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1627.

1628. FCA US denies the allegations contained in Paragraph 1628.

1629. FCA US denies the allegations contained in Paragraph 1629.

1630. FCA US denies the allegations contained in Paragraph 1630.

1631. FCA US denies the allegations contained in Paragraph 1631.

1632. FCA US denies the allegations contained in Paragraph 1632.

1633. FCA US denies the allegations contained in Paragraph 1633.

1634. FCA US denies the allegations contained in Paragraph 1634.

COUNT CX
**(Alleged Violation of North Carolina Unfair
and Deceptive Acts and Practices Act)**

1635. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1635.

1636. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1637. FCA US states that the allegations contained in Paragraph 1637 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1637.

1638. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1638.

1639. FCA US denies the allegations contained in Paragraph 1639.

1640. FCA US denies the allegations contained in Paragraph 1640.

1641. FCA US denies the allegations contained in Paragraph 1641.

1642. FCA US denies the allegations contained in Paragraph 1642.

1643. FCA US denies the allegations contained in Paragraph 1643.

1644. FCA US denies the allegations contained in Paragraph 1644.

1645. FCA US denies the allegations contained in Paragraph 1645.

1646. FCA US denies the allegations contained in Paragraph 1646.

1647. FCA US denies the allegations contained in Paragraph 1647.

1648. FCA US denies the allegations contained in Paragraph 1648.

1649. FCA US denies the allegations contained in Paragraph 1649.

1650. FCA US admits that Plaintiffs purport to seek relief from the Court.

FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1650.

1651. FCA US denies the allegations contained in Paragraph 1651.

COUNT CXI
(Alleged Breach of Implied Warranty under North Carolina Law)

1652. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1653. FCA US states that the allegations contained in Paragraph 1653 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1653.

1654. FCA US states that the allegations contained in Paragraph 1654 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1654.

1655. FCA US denies the allegations contained in Paragraph 1655.

1656. FCA US denies the allegations contained in Paragraph 1656.

1657. FCA US denies the allegations contained in Paragraph 1657.

1658. FCA US denies the allegations contained in Paragraph 1658.

1659. FCA US denies the allegations contained in Paragraph 1659.

COUNT CXII
(Alleged Fraudulent Concealment North Carolina)

1660. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1661. FCA US denies the allegations contained in Paragraph 1661.

1662. FCA US denies the allegations contained in Paragraph 1662.

1663. FCA US denies the allegations contained in Paragraph 1663.

1664. FCA US denies the allegations contained in Paragraph 1664.

1665. FCA US denies the allegations contained in Paragraph 1665.

1666. FCA US denies the allegations contained in Paragraph 1666.

1667. FCA US denies the allegations contained in Paragraph 1667.

1668. FCA US denies the allegations contained in Paragraph 1668.

1669. FCA US denies the allegations contained in Paragraph 1669.

1670. FCA US denies the allegations contained in Paragraph 1670.

1671. FCA US denies the allegations contained in Paragraph 1671.

1672. FCA US denies the allegations contained in Paragraph 1672.

1673. FCA US denies the allegations contained in Paragraph 1673.

COUNT CXIII
(Alleged Fraudulent Omission North Carolina)

1674. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1675. FCA US denies the allegations contained in Paragraph 1675.

1676. FCA US denies the allegations contained in Paragraph 1676.

1677. FCA US denies the allegations contained in Paragraph 1677.

1678. FCA US denies the allegations contained in Paragraph 1678.

1679. FCA US denies the allegations contained in Paragraph 1679.

1680. FCA US denies the allegations contained in Paragraph 1680.

1681. FCA US denies the allegations contained in Paragraph 1681.

1682. FCA US denies the allegations contained in Paragraph 1682.

COUNT CXIV
(Alleged Unjust Enrichment North Carolina)

1683. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1684. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1684.

1685. FCA US denies the allegations contained in Paragraph 1685.

1686. FCA US denies the allegations contained in Paragraph 1686.

1687. FCA US denies the allegations contained in Paragraph 1687.

1688. FCA US denies the allegations contained in Paragraph 1688.

1689. FCA US denies the allegations contained in Paragraph 1689.

1690. FCA US denies the allegations contained in Paragraph 1690.

1691. FCA US denies the allegations contained in Paragraph 1691.

COUNT CXV
(Alleged Violation of Implied Warranty Under Ohio Law)

1692. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1692.

1693. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1694. FCA US denies the allegations contained in Paragraph 1694.

1695. FCA US denies the allegations contained in Paragraph 1695.

1696. FCA US denies the allegations contained in Paragraph 1696.

1697. FCA US denies the allegations contained in Paragraph 1697.

1698. FCA US denies the allegations contained in Paragraph 1698.

1699. FCA US denies the allegations contained in Paragraph 1699.

COUNT CXVI
(Alleged Fraudulent Concealment Ohio)

1700. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1701. FCA US denies the allegations contained in Paragraph 1701.

1702. FCA US denies the allegations contained in Paragraph 1702.

1703. FCA US denies the allegations contained in Paragraph 1703.

1704. FCA US denies the allegations contained in Paragraph 1704.

1705. FCA US denies the allegations contained in Paragraph 1705.

1706. FCA US denies the allegations contained in Paragraph 1706.

1707. FCA US denies the allegations contained in Paragraph 1707.

1708. FCA US denies the allegations contained in Paragraph 1708.

1709. FCA US denies the allegations contained in Paragraph 1709.

1710. FCA US denies the allegations contained in Paragraph 1710.

1711. FCA US denies the allegations contained in Paragraph 1711.

1712. FCA US denies the allegations contained in Paragraph 1712.

1713. FCA US denies the allegations contained in Paragraph 1713.

COUNT CXVII
(Alleged Fraudulent Omission Ohio)

1714. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1715. FCA US denies the allegations contained in Paragraph 1715.

1716. FCA US denies the allegations contained in Paragraph 1716.

1717. FCA US denies the allegations contained in Paragraph 1717.

1718. FCA US denies the allegations contained in Paragraph 1718.

1719. FCA US denies the allegations contained in Paragraph 1719.

1720. FCA US denies the allegations contained in Paragraph 1720.

1721. FCA US denies the allegations contained in Paragraph 1721.

1722. FCA US denies the allegations contained in Paragraph 1722.

COUNT CXVIII
(Alleged Unjust Enrichment Ohio)

1723. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1724. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1724.

1725. FCA US denies the allegations contained in Paragraph 1725.

1726. FCA US denies the allegations contained in Paragraph 1726.

1727. FCA US denies the allegations contained in Paragraph 1727.

1728. FCA US denies the allegations contained in Paragraph 1728.

1729. FCA US denies the allegations contained in Paragraph 1729.

1730. FCA US denies the allegations contained in Paragraph 1730.

1731. FCA US denies the allegations contained in Paragraph 1731.

COUNT CXIX
(Alleged Violation of Oregon Unlawful Trade Practices Act)

1732. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1732.

1733. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1734. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1734.

1735. FCA US states that the allegations contained in Paragraph 1735 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1735.

1736. FCA US states that the allegations contained in Paragraph 1736 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1736.

1737. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1737.

1738. FCA US denies the allegations contained in Paragraph 1738.

1739. FCA US denies the allegations contained in Paragraph 1739.

1740. FCA US denies the allegations contained in Paragraph 1740.

1741. FCA US denies the allegations contained in Paragraph 1741.

1742. FCA US denies the allegations contained in Paragraph 1742.

1743. FCA US denies the allegations contained in Paragraph 1743.

1744. FCA US denies the allegations contained in Paragraph 1744.

1745. FCA US denies the allegations contained in Paragraph 1745.

1746. FCA US denies the allegations contained in Paragraph 1746.

1747. FCA US denies the allegations contained in Paragraph 1747.

1748. FCA US denies the allegations contained in Paragraph 1748.

1749. FCA US denies the allegations contained in Paragraph 1749.

1750. FCA US denies the allegations contained in Paragraph 1750.

1751. FCA US denies the allegations contained in Paragraph 1751.

1752. FCA US denies the allegations contained in Paragraph 1752.

1753. FCA US denies the allegations contained in Paragraph 1753.

COUNT CXX
(Alleged Breach of Implied Warranty under Oregon Law)

1754. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1755. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1755.

1756. FCA US states that the allegations contained in Paragraph 1756 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1756.

1757. FCA US states that the allegations contained in Paragraph 1757 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1757.

1758. FCA US denies the allegations contained in Paragraph 1758.

1759. FCA US denies the allegations contained in Paragraph 1759.

1760. FCA US denies the allegations contained in Paragraph 1760.

1761. FCA US denies the allegations contained in Paragraph 1761.

COUNT CXXI
(Alleged Breach of Express Warranty Under Oregon Law)

1762. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1763. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified.

Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1763.

1764. FCA US denies the allegations contained in Paragraph 1764.

1765. FCA US states that the allegations contained in Paragraph 1765 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1765.

1766. FCA US states that the allegations contained in Paragraph 1766 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1766.

1767. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1767.

1768. FCA US denies the allegations contained in Paragraph 1768.

1769. FCA US denies the allegations contained in Paragraph 1769.

1770. FCA US denies the allegations contained in Paragraph 1770.

1771. FCA US denies the allegations contained in Paragraph 1771.

1772. FCA US denies the allegations contained in Paragraph 1772.

1773. FCA US denies the allegations contained in Paragraph 1773.

1774. FCA US denies the allegations contained in Paragraph 1774.

1775. FCA US denies the allegations contained in Paragraph 1775.

1776. FCA US denies the allegations contained in Paragraph 1776.

1777. FCA US denies the allegations contained in Paragraph 1777.

1778. FCA US denies the allegations contained in Paragraph 1778.

1779. FCA US denies the allegations contained in Paragraph 1779.

1780. FCA US denies the allegations contained in Paragraph 1780.

COUNT CXXII
(Alleged Fraudulent Concealment Oregon)

1781. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1782. FCA US denies the allegations contained in Paragraph 1782.

1783. FCA US denies the allegations contained in Paragraph 1783.

1784. FCA US denies the allegations contained in Paragraph 1784.

1785. FCA US denies the allegations contained in Paragraph 1785.

1786. FCA US denies the allegations contained in Paragraph 1786.

1787. FCA US denies the allegations contained in Paragraph 1787.

1788. FCA US denies the allegations contained in Paragraph 1788.

1789. FCA US denies the allegations contained in Paragraph 1789.

1790. FCA US denies the allegations contained in Paragraph 1790.

1791. FCA US denies the allegations contained in Paragraph 1791.

1792. FCA US denies the allegations contained in Paragraph 1792.

1793. FCA US denies the allegations contained in Paragraph 1793.

1794. FCA US denies the allegations contained in Paragraph 1794.

COUNT CXXIII
(Alleged Fraudulent Omission Oregon)

1795. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1796. FCA US denies the allegations contained in Paragraph 1796.

1797. FCA US denies the allegations contained in Paragraph 1797.

1798. FCA US denies the allegations contained in Paragraph 1798.

1799. FCA US denies the allegations contained in Paragraph 1799.

1800. FCA US denies the allegations contained in Paragraph 1800.

1801. FCA US denies the allegations contained in Paragraph 1801.

1802. FCA US denies the allegations contained in Paragraph 1802.

1803. FCA US denies the allegations contained in Paragraph 1803.

COUNT CXXIV
(Alleged Unjust Enrichment Oregon)

1804. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1805. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1805.

1806. FCA US denies the allegations contained in Paragraph 1806.

1807. FCA US denies the allegations contained in Paragraph 1807.

1808. FCA US denies the allegations contained in Paragraph 1808.

1809. FCA US denies the allegations contained in Paragraph 1809.

1810. FCA US denies the allegations contained in Paragraph 1810.

1811. FCA US denies the allegations contained in Paragraph 1811.

1812. FCA US denies the allegations contained in Paragraph 1812.

COUNT CXXV
(Alleged Violation of the Pennsylvania Unfair Trade Practices
and Consumer Protection Law)

1813. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1814. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1814.

1815. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 1815 of the ACMC and therefore denies them.

1816. FCA US denies the allegations contained in Paragraph 1816.

1817. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1817.

1818. FCA US denies the allegations contained in Paragraph 1818.

1819. FCA US denies the allegations contained in Paragraph 1819.

1820. FCA US denies the allegations contained in Paragraph 1820.

1821. FCA US denies the allegations contained in Paragraph 1821.

1822. FCA US denies the allegations contained in Paragraph 1822.

1823. FCA US denies the allegations contained in Paragraph 1823.

1824. FCA US denies the allegations contained in Paragraph 1824.

1825. FCA US denies the allegations contained in Paragraph 1825.

1826. FCA US denies the allegations contained in Paragraph 1826.

1827. FCA US denies the allegations contained in Paragraph 1827.

1828. FCA US denies the allegations contained in Paragraph 1828.

1829. FCA US denies the allegations contained in Paragraph 1829.

COUNT CXXVI
(Alleged Breach of Implied Warranty under Pennsylvania Law)

1830. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1830.

1831. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1832. FCA US states that the allegations contained in Paragraph 1832 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1832.

1833. FCA US states that the allegations contained in Paragraph 1833 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1833.

1834. FCA US denies the allegations contained in Paragraph 1834.

1835. FCA US denies the allegations contained in Paragraph 1835.

1836. FCA US denies the allegations contained in Paragraph 1836.

1837. FCA US denies the allegations contained in Paragraph 1837.

1838. FCA US denies the allegations contained in Paragraph 1838.

COUNT CXXVII
(Alleged Breach of Express Warranty Under Pennsylvania Law)

1839. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1839.

1840. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1841. FCA US denies the allegations contained in Paragraph 1841.

1842. FCA US states that the allegations contained in Paragraph 1842 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1842.

1843. FCA US states that the allegations contained in Paragraph 1843 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1843.

1844. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1844.

1845. FCA US denies the allegations contained in Paragraph 1845.

1846. FCA US denies the allegations contained in Paragraph 1846.

1847. FCA US denies the allegations contained in Paragraph 1847.

1848. FCA US denies the allegations contained in Paragraph 1848.

1849. FCA US denies the allegations contained in Paragraph 1849.

1850. FCA US denies the allegations contained in Paragraph 1850.

1851. FCA US denies the allegations contained in Paragraph 1851.

1852. FCA US denies the allegations contained in Paragraph 1852.

1853. FCA US denies the allegations contained in Paragraph 1853.

1854. FCA US denies the allegations contained in Paragraph 1854.

1855. FCA US denies the allegations contained in Paragraph 1855.

1856. FCA US denies the allegations contained in Paragraph 1856.

1857. FCA US denies the allegations contained in Paragraph 1857.

COUNT CXXVIII
(Alleged Fraudulent Concealment Pennsylvania)

1858. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1859. FCA US denies the allegations contained in Paragraph 1859.

1860. FCA US denies the allegations contained in Paragraph 1860.

1861. FCA US denies the allegations contained in Paragraph 1861.

1862. FCA US denies the allegations contained in Paragraph 1862.

1863. FCA US denies the allegations contained in Paragraph 1863.

1864. FCA US denies the allegations contained in Paragraph 1864.

1865. FCA US denies the allegations contained in Paragraph 1865.

1866. FCA US denies the allegations contained in Paragraph 1866.

1867. FCA US denies the allegations contained in Paragraph 1867.

1868. FCA US denies the allegations contained in Paragraph 1868.

1869. FCA US denies the allegations contained in Paragraph 1869.

1870. FCA US denies the allegations contained in Paragraph 1870.

1871. FCA US denies the allegations contained in Paragraph 1871.

COUNT CXXIX
(Alleged Fraudulent Omission Pennsylvania)

1872. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1873. FCA US denies the allegations contained in Paragraph 1873.

1874. FCA US denies the allegations contained in Paragraph 1874.

1875. FCA US denies the allegations contained in Paragraph 1875.

1876. FCA US denies the allegations contained in Paragraph 1876.

1877. FCA US denies the allegations contained in Paragraph 1877.

1878. FCA US denies the allegations contained in Paragraph 1878.

1879. FCA US denies the allegations contained in Paragraph 1879.

1880. FCA US denies the allegations contained in Paragraph 1880.

COUNT CXXX
(Alleged Unjust Enrichment Pennsylvania)

1881. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1882. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1882.

1883. FCA US denies the allegations contained in Paragraph 1883.

1884. FCA US denies the allegations contained in Paragraph 1884.

1885. FCA US denies the allegations contained in Paragraph 1885.

1886. FCA US denies the allegations contained in Paragraph 1886.

1887. FCA US denies the allegations contained in Paragraph 1887.

1888. FCA US denies the allegations contained in Paragraph 1888.

1889. FCA US denies the allegations contained in Paragraph 1889.

COUNT CXXXI
(Alleged Violation of the Rhode Island Unfair
Trade Practices and Consumer Protection Act)

1890. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1890.

1891. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1892. FCA US is without sufficient information to admit or deny the allegations contained in Paragraph 1892 of the ACMC and therefore denies them.

1893. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1893.

1894. FCA US denies the allegations contained in Paragraph 1894.

1895. FCA US denies the allegations contained in Paragraph 1895.

1896. FCA US denies the allegations contained in Paragraph 1896.

1897. FCA US denies the allegations contained in Paragraph 1897.

1898. FCA US denies the allegations contained in Paragraph 1898.

1899. FCA US denies the allegations contained in Paragraph 1899.

1900. FCA US denies the allegations contained in Paragraph 1900.

1901. FCA US denies the allegations contained in Paragraph 1901.

1902. FCA US denies the allegations contained in Paragraph 1902.

1903. FCA US denies the allegations contained in Paragraph 1903.

1904. FCA US denies the allegations contained in Paragraph 1904.

1905. FCA US denies the allegations contained in Paragraph 1905.

1906. FCA US denies the allegations contained in Paragraph 1906.

1907. FCA US denies the allegations contained in Paragraph 1907.

COUNT CXXXII
(Alleged Breach of Implied Warranty under Rhode Island Law)

1908. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1909. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1909.

1910. FCA US states that the allegations contained in Paragraph 1910 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1910.

1911. FCA US states that the allegations contained in Paragraph 1911 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1911.

1912. FCA US denies the allegations contained in Paragraph 1912.

1913. FCA US denies the allegations contained in Paragraph 1913.

1914. FCA US denies the allegations contained in Paragraph 1914.

1915. FCA US denies the allegations contained in Paragraph 1915.

1916. FCA US denies the allegations contained in Paragraph 1916.

COUNT CXXXIII
(Alleged Fraudulent Concealment Rhode Island)

1917. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1918. FCA US denies the allegations contained in Paragraph 1918.

1919. FCA US denies the allegations contained in Paragraph 1919.

1920. FCA US denies the allegations contained in Paragraph 1920.

1921. FCA US denies the allegations contained in Paragraph 1921.

1922. FCA US denies the allegations contained in Paragraph 1922.

1923. FCA US denies the allegations contained in Paragraph 1923.

1924. FCA US denies the allegations contained in Paragraph 1924.

1925. FCA US denies the allegations contained in Paragraph 1925.

1926. FCA US denies the allegations contained in Paragraph 1926.

1927. FCA US denies the allegations contained in Paragraph 1927.

1928. FCA US denies the allegations contained in Paragraph 1928.

1929. FCA US denies the allegations contained in Paragraph 1929.

1930. FCA US denies the allegations contained in Paragraph 1930.

COUNT CXXXIV
(Alleged Fraudulent Omission Rhode Island)

1931. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1932. FCA US denies the allegations contained in Paragraph 1932.

1933. FCA US denies the allegations contained in Paragraph 1933.

1934. FCA US denies the allegations contained in Paragraph 1934.

1935. FCA US denies the allegations contained in Paragraph 1935.

1936. FCA US denies the allegations contained in Paragraph 1936.

1937. FCA US denies the allegations contained in Paragraph 1937.

1938. FCA US denies the allegations contained in Paragraph 1938.

1939. FCA US denies the allegations contained in Paragraph 1939.

COUNT CXXXV
(Alleged Unjust Enrichment Rhode Island)

1940. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1941. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1941.

1942. FCA US denies the allegations contained in Paragraph 1942.

1943. FCA US denies the allegations contained in Paragraph 1943.

1944. FCA US denies the allegations contained in Paragraph 1944.

1945. FCA US denies the allegations contained in Paragraph 1945.

1946. FCA US denies the allegations contained in Paragraph 1946.

1947. FCA US denies the allegations contained in Paragraph 1947.

1948. FCA US denies the allegations contained in Paragraph 1948.

COUNT CXXXVI
(Alleged Violation of South Carolina Regulation of
Manufacturers, Distributors, and Dealers Act)

1949. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1950. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1950.

1951. FCA US states that the allegations contained in Paragraph 1951 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1951.

1952. FCA US denies the allegations contained in Paragraph 1952.

1953. FCA US denies the allegations contained in Paragraph 1953.

1954. FCA US denies the allegations contained in Paragraph 1954.

1955. FCA US denies the allegations contained in Paragraph 1955.

1956. FCA US denies the allegations contained in Paragraph 1956.

1957. FCA US denies the allegations contained in Paragraph 1957.

1958. FCA US denies the allegations contained in Paragraph 1958.

1959. FCA US denies the allegations contained in Paragraph 1959.

1960. FCA US denies the allegations contained in Paragraph 1960.

1961. FCA US denies the allegations contained in Paragraph 1961.

1962. FCA US denies the allegations contained in Paragraph 1962.

1963. FCA US denies the allegations contained in Paragraph 1963.

1964. FCA US denies the allegations contained in Paragraph 1964.

1965. FCA US denies the allegations contained in Paragraph 1965.

1966. FCA US denies the allegations contained in Paragraph 1966.

1967. FCA US denies the allegations contained in Paragraph 1967.

1968. FCA US denies the allegations contained in Paragraph 1968.

1969. FCA US denies the allegations contained in Paragraph 1969.

COUNT CXXXVII
(Alleged Breach of Implied Warranty under South Carolina Law)

1970. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 1970.

1971. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1972. FCA US states that the allegations contained in Paragraph 1972 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1972.

1973. FCA US states that the allegations contained in Paragraph 1973 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 1973.

1974. FCA US denies the allegations contained in Paragraph 1974.

1975. FCA US denies the allegations contained in Paragraph 1975.

1976. FCA US denies the allegations contained in Paragraph 1976.

1977. FCA US denies the allegations contained in Paragraph 1977.

1978. FCA US denies the allegations contained in Paragraph 1978.

COUNT CXXXVIII
(Alleged Fraudulent Concealment South Carolina)

1979. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1980. FCA US denies the allegations contained in Paragraph 1980.

1981. FCA US denies the allegations contained in Paragraph 1981.

1982. FCA US denies the allegations contained in Paragraph 1982.

1983. FCA US denies the allegations contained in Paragraph 1983.

1984. FCA US denies the allegations contained in Paragraph 1984.

1985. FCA US denies the allegations contained in Paragraph 1985.

1986. FCA US denies the allegations contained in Paragraph 1986.

1987. FCA US denies the allegations contained in Paragraph 1987.

1988. FCA US denies the allegations contained in Paragraph 1988.

1989. FCA US denies the allegations contained in Paragraph 1989.

1990. FCA US denies the allegations contained in Paragraph 1990.

1991. FCA US denies the allegations contained in Paragraph 1991.

1992. FCA US denies the allegations contained in Paragraph 1992.

COUNT CXXXIX
(Alleged Fraudulent Omission South Carolina)

1993. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

1994. FCA US denies the allegations contained in Paragraph 1994.

1995. FCA US denies the allegations contained in Paragraph 1995.

1996. FCA US denies the allegations contained in Paragraph 1996.

1997. FCA US denies the allegations contained in Paragraph 1997.

1998. FCA US denies the allegations contained in Paragraph 1998.

1999. FCA US denies the allegations contained in Paragraph 1999.

2000. FCA US denies the allegations contained in Paragraph 2000.

2001. FCA US denies the allegations contained in Paragraph 2001.

COUNT CXL
(Alleged Unjust Enrichment South Carolina)

2002. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2003. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2003.

2004. FCA US denies the allegations contained in Paragraph 2004.

2005. FCA US denies the allegations contained in Paragraph 2005.

2006. FCA US denies the allegations contained in Paragraph 2006.

2007. FCA US denies the allegations contained in Paragraph 2007.

2008. FCA US denies the allegations contained in Paragraph 2008.

2009. FCA US denies the allegations contained in Paragraph 2009.

2010. FCA US denies the allegations contained in Paragraph 2010.

COUNT CXLI
(Alleged Violation of Tennessee Consumer Protection Act)

2011 – 2030. The Court has dismissed Count CXLI of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLI.

COUNT CXLII
(Alleged Breach of Express Warranty Under Tennessee Law)

2031 – 2050. The Court has dismissed Count CXLII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLII.

COUNT CXLIII
(Alleged Fraudulent Concealment Tennessee)

2051 – 2064. The Court has dismissed Count CXLIII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLIII.

COUNT CXLIV
(Alleged Fraudulent Omission Tennessee)

2065 – 2073. The Court has dismissed Count CXLIV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLIV.

COUNT CXLV
(Alleged Unjust Enrichment Tennessee)

2074 – 2082. The Court has dismissed Count CXLV of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLV.

COUNT CXLVI
(Alleged Breach of Implied Warranty Under Texas Law)

2083 – 2091. The Court has dismissed Count CXLVI of the ACMC and thus no response to the allegations in this Count is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLVI.

COUNT CXLVII
(Alleged Breach of Express Warranty Under Texas Law)

2092 – 2113. The Court has dismissed Count CXLVII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLVII.

COUNT CXLVIII
(Alleged Fraudulent Concealment Texas)

2114 – 2127. The Court has dismissed Count CXLVIII of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLVIII.

COUNT CXLIX
(Alleged Fraudulent Omission Texas)

2128 – 2136. The Court has dismissed Count CXLIX of the ACMC and thus no response to the allegations contained therein is required. To the extent a response is required, FCA US denies the allegations contained in Count CXLIX.

COUNT CL
(Alleged Unjust Enrichment Texas)

2137. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2138. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2138.

2139. FCA US denies the allegations contained in Paragraph 2139.

2140. FCA US denies the allegations contained in Paragraph 2140.

2141. FCA US denies the allegations contained in Paragraph 2141.

2142. FCA US denies the allegations contained in Paragraph 2142.

2143. FCA US denies the allegations contained in Paragraph 2143.

2144. FCA US denies the allegations contained in Paragraph 2144.

2145. FCA US denies the allegations contained in Paragraph 2145.

COUNT CLI
(Alleged Violation of Virginia Consumer Protection)

2146. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2146.

2147. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2148. FCA US states that the allegations contained in Paragraph 2148 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2148.

2149. FCA US states that the allegations contained in Paragraph 2149 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2149.

2150. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2150.

2151. FCA US denies the allegations contained in Paragraph 2151.

2152. FCA US denies the allegations contained in Paragraph 2152.

2153. FCA US denies the allegations contained in Paragraph 2153.

2154. FCA US denies the allegations contained in Paragraph 2154.

2155. FCA US denies the allegations contained in Paragraph 2155.

2156. FCA US denies the allegations contained in Paragraph 2156.

2157. FCA US denies the allegations contained in Paragraph 2157.

2158. FCA US denies the allegations contained in Paragraph 2158.

2159. FCA US denies the allegations contained in Paragraph 2159.

2160. FCA US denies the allegations contained in Paragraph 2160.

2161. FCA US denies the allegations contained in Paragraph 2161.

2162. FCA US denies the allegations contained in Paragraph 2162.

2163. FCA US denies the allegations contained in Paragraph 2163.

2164. FCA US admits that Plaintiffs purport to seek monetary relief. FCA US denies that Plaintiffs are entitled to any relief. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2164.

2165. FCA US denies the allegations contained in Paragraph 2165.

COUNT CLII
(Alleged Breach of Implied Warranty Under Virginia Law)

2166. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2167. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2167.

2168. FCA US states that the allegations contained in Paragraph 2168 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2168.

2169. FCA US states that the allegations contained in Paragraph 2169 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2169.

2170. FCA US denies the allegations contained in Paragraph 2170.

2171. FCA US denies the allegations contained in Paragraph 2171.

2172. FCA US denies the allegations contained in Paragraph 2172.

2173. FCA US denies the allegations contained in Paragraph 2173.

2174. FCA US denies the allegations contained in Paragraph 2174.

COUNT CLIII
(Alleged Breach of Express Warranty Under Virginia Law)

2175. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2176. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2176.

2177. FCA US denies the allegations contained in Paragraph 2177.

2178. FCA US states that the allegations contained in Paragraph 2178 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2178.

2179. FCA US states that the allegations contained in Paragraph 2179 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2179.

2180. FCA US states that the allegations contained in Paragraph 2180 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2180.

2181. FCA US states that the allegations contained in Paragraph 2181 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2181.

2182. FCA US states that the allegations contained in Paragraph 2182 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2182.

2183. FCA US states that the referenced warranty speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2183.

2184. FCA US denies the allegations contained in Paragraph 2184.

2185. FCA US denies the allegations contained in Paragraph 2185.

2186. FCA US denies the allegations contained in Paragraph 2186.

2187. FCA US denies the allegations contained in Paragraph 2187.

2188. FCA US denies the allegations contained in Paragraph 2188.

2189. FCA US denies the allegations contained in Paragraph 2189.

2190. FCA US denies the allegations contained in Paragraph 2190.

2191. FCA US denies the allegations contained in Paragraph 2191.

2192. FCA US denies the allegations contained in Paragraph 2192.

2193. FCA US denies the allegations contained in Paragraph 2193.

2194. FCA US denies the allegations contained in Paragraph 2194.

2195. FCA US denies the allegations contained in Paragraph 2195.

2196. FCA US denies the allegations contained in Paragraph 2196.

COUNT CLIV
(Alleged Fraudulent Concealment Virginia)

2197. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2198. FCA US denies the allegations contained in Paragraph 2198.

2199. FCA US denies the allegations contained in Paragraph 2199.

2200. FCA US denies the allegations contained in Paragraph 2200.

2201. FCA US denies the allegations contained in Paragraph 2201.

2202. FCA US denies the allegations contained in Paragraph 2202.

2203. FCA US denies the allegations contained in Paragraph 2203.

2204. FCA US denies the allegations contained in Paragraph 2204.

2205. FCA US denies the allegations contained in Paragraph 2205.

2206. FCA US denies the allegations contained in Paragraph 2206.

2207. FCA US denies the allegations contained in Paragraph 2207.

2208. FCA US denies the allegations contained in Paragraph 2208.

2209. FCA US denies the allegations contained in Paragraph 2209.

2210. FCA US denies the allegations contained in Paragraph 2210.

COUNT CLV
(Alleged Fraudulent Omission Virginia)

2211. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2212. FCA US denies the allegations contained in Paragraph 2212.

2213. FCA US denies the allegations contained in Paragraph 2213.

2214. FCA US denies the allegations contained in Paragraph 2214.

2215. FCA US denies the allegations contained in Paragraph 2215.

2216. FCA US denies the allegations contained in Paragraph 2216.

2217. FCA US denies the allegations contained in Paragraph 2217.

2218. FCA US denies the allegations contained in Paragraph 2218.

2219. FCA US denies the allegations contained in Paragraph 2219.

COUNT CLVI
(Alleged Unjust Enrichment Virginia)

2220. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2221. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2221.

2222. FCA US denies the allegations contained in Paragraph 2222.

2223. FCA US denies the allegations contained in Paragraph 2223.

2224. FCA US denies the allegations contained in Paragraph 2224.

2225. FCA US denies the allegations contained in Paragraph 2225.

2226. FCA US denies the allegations contained in Paragraph 2226.

2227. FCA US denies the allegations contained in Paragraph 2227.

2228. FCA US denies the allegations contained in Paragraph 2228.

COUNT CLVII
(Alleged Violation of the Washington Consumer Protection Act)

2229. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2229.

2230. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2231. FCA US denies the allegations contained in Paragraph 2231.

2232. FCA US states that the referenced statute speaks for itself. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2232.

2233. FCA US denies the allegations contained in Paragraph 2233.

2234. FCA US denies the allegations contained in Paragraph 2234.

2235. FCA US denies the allegations contained in Paragraph 2235.

2236. FCA US denies the allegations contained in Paragraph 2236.

2237. FCA US denies the allegations contained in Paragraph 2237.

2238. FCA US denies the allegations contained in Paragraph 2238.

2239. FCA US denies the allegations contained in Paragraph 2239.

2240. FCA US denies the allegations contained in Paragraph 2240.

2241. FCA US denies the allegations contained in Paragraph 2241.

2242. FCA US denies the allegations contained in Paragraph 2242.

2243. FCA US denies the allegations contained in Paragraph 2243.

2244. FCA US denies the allegations contained in Paragraph 2244.

2245. FCA US denies the allegations contained in Paragraph 2245.

2246. FCA US denies the allegations contained in Paragraph 2246.

COUNT CLVIII
(Alleged Breach of Implied Warranty Under Washington Law)

2247. FCA US admits that Plaintiffs purport to bring this claim on behalf of themselves and a subclass. FCA US denies that any class can or should be certified. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2247.

2248. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2249. FCA US states that the allegations contained in Paragraph 2249 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2249.

2250. FCA US states that the allegations contained in Paragraph 2250 constitute a legal conclusion to which no response is required. To the extent a response is required, FCA US denies the allegations contained in Paragraph 2250.

2251. FCA US denies the allegations contained in Paragraph 2251.

2252. FCA US denies the allegations contained in Paragraph 2252.

2253. FCA US denies the allegations contained in Paragraph 2253.

2254. FCA US denies the allegations contained in Paragraph 2254.

2255. FCA US denies the allegations contained in Paragraph 2255.

COUNT CLIX
(Alleged Fraudulent Concealment Washington)

2256. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2257. FCA US denies the allegations contained in Paragraph 2257.

2258. FCA US denies the allegations contained in Paragraph 2258.

2259. FCA US denies the allegations contained in Paragraph 2259.

2260. FCA US denies the allegations contained in Paragraph 2260.

2261. FCA US denies the allegations contained in Paragraph 2261.

2262. FCA US denies the allegations contained in Paragraph 2262.

2263. FCA US denies the allegations contained in Paragraph 2263.

2264. FCA US denies the allegations contained in Paragraph 2264.

2265. FCA US denies the allegations contained in Paragraph 2265.

2266. FCA US denies the allegations contained in Paragraph 2266.

2267. FCA US denies the allegations contained in Paragraph 2267.

2268. FCA US denies the allegations contained in Paragraph 2268.

2269. FCA US denies the allegations contained in Paragraph 2269.

COUNT CLX
(Alleged Fraudulent Omission Washington)

2270. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2271. FCA US denies the allegations contained in Paragraph 2271.

2272. FCA US denies the allegations contained in Paragraph 2272.

2273. FCA US denies the allegations contained in Paragraph 2273.

2274. FCA US denies the allegations contained in Paragraph 2274.

2275. FCA US denies the allegations contained in Paragraph 2275.

2276. FCA US denies the allegations contained in Paragraph 2276.

2277. FCA US denies the allegations contained in Paragraph 2277.

2278. FCA US denies the allegations contained in Paragraph 2278.

COUNT CLXI
(Alleged Unjust Enrichment Washington)

2279. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2280. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2280.

2281. FCA US denies the allegations contained in Paragraph 2281.

2282. FCA US denies the allegations contained in Paragraph 2282.

2283. FCA US denies the allegations contained in Paragraph 2283.

2284. FCA US denies the allegations contained in Paragraph 2284.

2285. FCA US denies the allegations contained in Paragraph 2285.

2286. FCA US denies the allegations contained in Paragraph 2286.

2287. FCA US denies the allegations contained in Paragraph 2287.

COUNT CLXII
(Alleged Fraudulent Concealment Wisconsin)

2288. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2289. FCA US denies the allegations contained in Paragraph 2289.

2290. FCA US denies the allegations contained in Paragraph 2290.

2291. FCA US denies the allegations contained in Paragraph 2291.

2292. FCA US denies the allegations contained in Paragraph 2292.

2293. FCA US denies the allegations contained in Paragraph 2293.

2294. FCA US denies the allegations contained in Paragraph 2294.

2295. FCA US denies the allegations contained in Paragraph 2295.

2296. FCA US denies the allegations contained in Paragraph 2296.

2297. FCA US denies the allegations contained in Paragraph 2297.

2298. FCA US denies the allegations contained in Paragraph 2298.

2299. FCA US denies the allegations contained in Paragraph 2299.

2300. FCA US denies the allegations contained in Paragraph 2300.

2301. FCA US denies the allegations contained in Paragraph 2301.

COUNT CLXIII
(Alleged Fraudulent Omission Wisconsin)

2302. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2303. FCA US denies the allegations contained in Paragraph 2303.

2304. FCA US denies the allegations contained in Paragraph 2304.

2305. FCA US denies the allegations contained in Paragraph 2305.

2306. FCA US denies the allegations contained in Paragraph 2306.

2307. FCA US denies the allegations contained in Paragraph 2307.

2308. FCA US denies the allegations contained in Paragraph 2308.

2309. FCA US denies the allegations contained in Paragraph 2309.

2310. FCA US denies the allegations contained in Paragraph 2310.

COUNT CLXIV
(Alleged Unjust Enrichment Wisconsin)

2311. FCA US incorporates by reference its foregoing responses to the allegations contained in the preceding paragraphs.

2312. FCA US states that Plaintiffs purport to plead this claim in the alternative. Except as expressly admitted, FCA US denies the allegations contained in Paragraph 2312.

2313. FCA US denies the allegations contained in Paragraph 2313.

2314. FCA US denies the allegations contained in Paragraph 2314.

2315. FCA US denies the allegations contained in Paragraph 2315.

2316. FCA US denies the allegations contained in Paragraph 2316.

2317. FCA US denies the allegations contained in Paragraph 2317.

2318. FCA US denies the allegations contained in Paragraph 2318.

2319. FCA US denies the allegations contained in Paragraph 2319.

REQUEST FOR RELIEF

FCA US denies that Plaintiffs are entitled to any relief or damages. Answering further, US denies each and every allegation in the ACMC, including in the headings and the footnotes, which is not expressly admitted herein.

JURY DEMAND

Plaintiffs have demanded a trial by jury. FCA US likewise demands a trial by jury.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' ACMC fails to state a claim upon which relief can be granted for the reasons set forth in FCA US's motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), which is incorporated herein by reference.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs and the putative class members lack standing because they have suffered no injury-in-fact traceable to any alleged wrongful conduct of FCA US.

THIRD AFFIRMATIVE DEFENSE

The alleged non-conformities do not substantially impair the use, value, or safety of the vehicle. Upon information and belief, Plaintiffs and the putative class members have not stopped using their vehicles, have driven their vehicles for years and for tens of thousands of miles without incident, and continue to drive their vehicles.

FOURTH AFFIRMATIVE DEFENSE

FCA US is entitled to a set off for Plaintiffs' and the putative class members' use of their vehicles, depreciation, and any and all recoupment of purported losses from other sources.

FIFTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiffs and/or certain members of the putative class have misused, abused, altered, or spoliated their vehicles.

SIXTH AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiffs and/or certain putative class members failed to mitigate their damages by failing to make a sufficient effort to have their vehicles repaired and/or by failing to present their vehicles in a timely fashion to an authorized dealer for repair of the purported defect.

SEVENTH AFFIRMATIVE DEFENSE

The claims pleaded are barred due to lack of privity and/or the lack of any relationship between FCA US and Plaintiffs and/or putative class members.

EIGHTH AFFIRMATIVE DEFENSE

To the extent Plaintiffs and/or certain putative class members have suffered any injury or damage, the acts or omissions of individuals or entities other than FCA US constituted intervening, superseding acts destroying causation. Upon information and belief, certain third-party dealerships, independent repair shops, or other entities may have performed negligent, incomplete, or otherwise improper repairs of vehicles owned by Plaintiffs and/or putative class members. The actions of individuals or entities other than FCA US constitute intervening, superseding acts that destroy causation.

NINTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, by the doctrines of contributory negligence and/or comparative fault. Upon information and belief, Plaintiffs and/or certain putative class members have misused, abused, altered, and/or substantially modified their vehicles; have used their vehicles in ways not contemplated by the vehicle manufacturer; have used their vehicles in ways that are contrary to the terms of the vehicles' express warranties; have substantially altered or modified the vehicles in a manner inconsistent with original specifications and recommendations; and/or have failed to care for, maintain, and service their vehicles in conformance with the recommendations and requirements of the owner's manual and/or warranty booklet.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs and/or the putative class members' claims are barred by the failure to experience a manifestation of any defect within the warranty period.

ELEVENTH AFFIRMATIVE DEFENSE

To the extent any purported defect exists in the vehicles at issue, Plaintiffs and/or certain putative class members purchased their vehicles with full knowledge of such defect.

TWELFTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, because they spoliated evidence. Upon information and belief, Plaintiffs and/or certain putative class members have lost, destroyed, covered over, misplaced, altered, modified, failed to preserve, or otherwise made it impossible for FCA US to gain access to relevant and material evidence. This includes Plaintiffs' and/or putative class members' vehicles in their purported defective condition; parts, components, or equipment of the vehicles owned by Plaintiffs and/or the putative class members in their purported defective condition; and documentation regarding the purported defect and repairs and attempted repairs of such purported defects.

THIRTEENTH AFFIRMATIVE DEFENSE

The vehicles sold to Plaintiffs and/or putative class members met the state of the art for such designs at the relevant time.

FOURTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because they have made statements or taken actions that estop or preclude them from asserting their claims or constitute waiver of their claims. Upon information and belief, Plaintiffs and/or putative class members continued to drive their vehicles after they became aware (or should have become aware) of the purported defects. Upon information and belief, certain putative class members also

declined or failed to receive recommended repairs for the purported defects in their vehicles.

FIFTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members may be barred, in whole or in part, because of the res judicata or collateral estoppel effect of prior judgments.

SIXTEENTH AFFIRMATIVE DEFENSE

This case may not be properly maintained or certified as a class action because FCA US's rights under the Fifth, Seventh, and Fourteenth Amendments of the United States Constitution would be violated, as well as the comparable provisions of applicable state constitutions.

SEVENTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred, in whole or in part, by the doctrine of accord and satisfaction. Upon information and belief, Plaintiffs and/or putative class members have received a cost-free repair of the alleged defect, were offered to be reimbursed and/or were reimbursed for repairs of the alleged defect, or otherwise voluntarily and knowingly resolved any claim that they may have had against FCA US.

EIGHTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain persons alleged to be members of the purported class are barred, in whole or in part, by the doctrine of laches.

NINETEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiffs and/or putative class members seek punitive damages, the claim is barred and/or limited by the Due Process Clause of the United States Constitution, the excessive fines clause of the Eighth Amendment, the Commerce Clause, and by applicable state law.

TWENTIETH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or putative class members are barred by the applicable statute of limitations and/or conditions precedent.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The claims at issue are exempt from applicable consumer fraud statutes by the operation of such provisions set forth therein, such as the exemption in the Michigan Consumer Protection Act set forth in MCL 445.904(1)(a).

TWENTY-SECOND AFFIRMATIVE DEFENSE

The National Highway Traffic Safety Administration has primary jurisdiction over motor vehicle safety defects, and this case should be dismissed or stayed until such time as it has investigated the alleged existence of a safety defect in the vehicles that are the subject of Plaintiffs' claims.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' and the putative class members' claims are barred by principles of preemption.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or certain putative class members are barred due to their failure to give pre-suit notice as required by consumer fraud and warranty statutes in the various states.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs lack standing to prosecute claims on behalf of putative class members who purchased or leased vehicle models or model-years that Plaintiffs did not purchase or lease. Plaintiffs also lack standing to prosecute claims under the laws of any state other than where he/she resides and/or where he/she purchased/leased the vehicle.

TWENTY- SIXTH AFFIRMATIVE DEFENSE

Plaintiffs and some or all of the members of the putative class have agreed to arbitrate their claims and thus such claims should be compelled to, and resolved by, arbitration.

TWENTY- SEVENTH AFFIRMATIVE DEFENSE

FCA US has insufficient knowledge and information upon which to determine whether additional affirmative defenses may be available which have not yet been

asserted in this Answer and, therefore, reserves the right to assert additional affirmative defenses based on subsequent discovery, investigation, and analysis.

JURY TRIAL DEMAND

FCA US demands a trial by jury.

WHEREFORE, having fully answered, Defendant FCA US LLC respectfully requests that the Court dismiss Plaintiffs' Amended Consolidated Master Complaint with prejudice, enter judgment in FCA US's favor with an award of costs, and grant it such other and further relief as may be just and appropriate.

Dated: February 4, 2025

KLEIN THOMAS LEE & FRESARD

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CERTIFICATE OF SERVICE

I hereby certify that on February 4, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Stephen A. D'Aunoy